

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Monday, May 11, 2020

7:15 PM

**William J. Conboy II Legislative Chambers
Albany County Courthouse**

County Legislature

Call to Order

Roll Call

CURRENT BUSINESS:

142. AMENDING RESOLUTION NO. 525 FOR 2019 REGARDING LANDFILL LEACHATE TREATMENT AT THE WATER PURIFICATION DISTRICT'S NORTH PLANT

Sponsors: Public Works Committee

143. AUTHORIZING AN AGREEMENT WITH BUBONIA HOLDING CORP. REGARDING ASH DISPOSAL AT THE WATER PURIFICATION DISTRICT NORTH PLANT

Sponsors: Public Works Committee

144. AUTHORIZING AN INTERMUNICIPAL AGREEMENT REGARDING THE ALBANY POOL COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN

Sponsors: Public Works Committee

145. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION REGARDING THE WATER INFRASTRUCTURE IMPROVEMENT ACT GRANT

Sponsors: Public Works Committee

146. AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Sponsors: Public Works Committee

147. AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF COEYMANS, GUILDERLAND, KNOX AND NEW SCOTLAND

Sponsors: Public Works Committee

148. AUTHORIZING AN AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, PC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE CR157 PHASE III HIGHWAY IMPROVEMENT PROJECT IN THE TOWN OF COLONIE

Sponsors: Public Works Committee

149. AUTHORIZING AN AGREEMENT WITH GREEMAN-PEDERSEN, INC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR405 AND OLD RAVENA ROAD BRIDGE SUPERSTRUCTURE REPLACEMENT PROJECT

Sponsors: Public Works Committee

150. AUTHORIZING AN AGREEMENT WITH FOIT-ALBERT ASSOCIATES REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR402 AND CR404 CULVERT REPLACEMENT PROJECT

Sponsors: Public Works Committee

151. AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC. FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS ROADS IN ALBANY COUNTY

Sponsors: Public Works Committee

152. AUTHORIZING A LEASE AGREEMENT WITH P. SCHNEIDER & ASSOCIATES, PLLC REGARDING CORPORATE SUITE NO. 8 AT THE TIMES UNION CENTER

Sponsors: Public Works Committee

153. AUTHORIZING LEASE AGREEMENTS WITH ALL STAR WINE AND SPIRITS AND SHELTER ENTERPRISES, INC. REGARDING CORPORATE SUITE NO. 17 AT THE TIMES UNION CENTER

Sponsors: Public Works Committee

154. AUTHORIZING A LEASE AGREEMENT WITH KASSELMAN ELECTRIC CO., INC REGARDING CORPORATE SUITE NO. 10 AT THE TIMES UNION CENTER

Sponsors: Public Works Committee

155. AUTHORIZING A LEASE AGREEMENT WITH TROJAN ENERGY SYSTEMS, INC. REGARDING CORPORATE SUITE NO. 24 AT THE TIMES UNION CENTER

Sponsors: Public Works Committee

156. AUTHORIZING LEASE AGREEMENTS WITH PROTECTIVE INDUSTRIAL PRODUCTS AND MVP HEALTH PLAN, INC REGARDING CORPORATE SUITE NO. 13 AT THE TIMES UNION CENTER

Sponsors: Public Works Committee

157. AUTHORIZING A LEASE AGREEMENT WITH BLUE CROSS/BLUE SHIELD OF WESTERN NEW YORK REGARDING CORPORATE SUITE NO. 9 AT THE TIMES UNION CENTER

Sponsors: Public Works Committee

158. AUTHORIZING AN AGREEMENT WITH NATIONAL BUSINESS TECHNOLOGIES REGARDING LEASE AND MAINTENANCE SERVICES FOR COUNTY COPIERS IN VARIOUS LOCATIONS

Sponsors: Public Works Committee

159. AUTHORIZING AN AGREEMENT WITH ST. PETER'S ADDICTION RECOVERY CENTER, INC. REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

160. AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN - MARILLAC RESIDENCE REGARDING THE PROVISION OF FAMILY SHELTER SERVICES

Sponsors: Social Services Committee

161. AUTHORIZING AN AGREEMENT WITH CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

162. AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC. REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

163. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING TRANSITIONAL SHELTER SERVICES

Sponsors: Social Services Committee

164. AUTHORIZING AGREEMENTS WITH NEW YORK STATE OFFICE OF TEMPORARY DISABILITY ASSISTANCE AND VARIOUS PROVIDERS REGARDING REIMBURSEMENT FOR CODE BLUE SERVICES IN ALBANY COUNTY

Sponsors: Social Services Committee

165. AMENDING RESOLUTION NO. 17 FOR 2019 WITH ACCESS TRANSIT, INC. REGARDING TRANSPORTATION SERVICES FOR ELIGIBLE SENIORS

Sponsors: Social Services Committee

166. AMENDING RESOLUTION NO. 443 FOR 2018 WITH LIFE PATH REGARDING THE PROVISION OF CONGREGATE MEAL SERVICES FOR SENIORS

Sponsors: Social Services Committee

167. AMENDING RESOLUTION NO. 441 FOR 2018 WITH SENIOR PROJECTS OF RAVENA REGARDING HOME DELIVERED MEALS FOR SENIORS

Sponsors: Social Services Committee

168. AMENDING RESOLUTION NO. 442 FOR 2018 WITH PETER YOUNG INDUSTRIES REGARDING HOME DELIVERED MEALS FOR SENIORS

Sponsors: Social Services Committee

169. AMENDING RESOLUTION NO. 440 FOR 2018 WITH LIFE PATH REGARDING HOME DELIVERED MEALS FOR SENIORS

Sponsors: Social Services Committee

170. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE EXPANDED PARTNER SERVICES PROGRAM

Sponsors: Health Committee

171. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE HEALTHIEST CITIES & COUNTIES CHALLENGE GRANT

Sponsors: Health Committee

172. AMENDING RESOLUTION NO. 365 FOR 2015 REGARDING THE CHILDHOOD LEAD POISONING PRIMARY PREVENTION PROGRAM

Sponsors: Health Committee

173. AMENDING RESOLUTION NO. 187 FOR 2019 REGARDING THE HEALTHY NEIGHBORHOODS PROGRAM

Sponsors: Health Committee

174. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING THE HIV/AIDS SURVEILLANCE GRANT PROGRAM

Sponsors: Health Committee

175. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING COVID-19 FUNDING AND AMENDING THE 2020 DEPARTMENT OF HEALTH BUDGET

Sponsors: Health Committee

176. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT

Sponsors: Audit and Finance Committee

177. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2019 HAZMAT GRANT

Sponsors: Audit and Finance Committee

178. AUTHORIZING AN AGREEMENT WITH BLACK CREEK INTEGRATED SYSTEMS CORP. TO EXPAND A SECURITY CONTROL SYSTEM FOR THE LOBBY CONTROL UNIT AT THE ALBANY COUNTY CORRECTIONS & REHABILITATIVE SERVICES CENTER

Sponsors: Audit and Finance Committee

179. AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Sponsors: Audit and Finance Committee

180. AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Sponsors: Audit and Finance Committee

181. AMENDING THE 2020 SHERIFF'S OFFICE BUDGET: AMBULANCE SERVICES

Sponsors: Audit and Finance Committee

182. AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE REGARDING THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

Sponsors: Audit and Finance Committee

183. AUTHORIZING AGREEMENTS REGARDING VEHICLE MAINTENANCE AND REPAIRS FOR COUNTY-OWNED VEHICLES

Sponsors: Audit and Finance Committee

184. AMENDING RESOLUTION NO. 33 FOR 2020 REGARDING EMERGENCY MEDICAL TECHNICIAN SERVICES

Sponsors: Audit and Finance Committee

185. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO CHILDREN REGARDING THE CHILDREN FIRST INITIATIVE AND AMENDING THE 2020 CRIME VICTIM AND SEXUAL VIOLENCE CENTER BUDGET

Sponsors: Audit and Finance Committee

186. AMENDING THE 2020 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: ADMINISTRATIVE ADJUSTMENTS

Sponsors: Audit and Finance Committee

187. RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 69 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 5 SCHUYLER HILLS ROAD (TAX MAP NO. 43.4-4-3) IN THE TOWN OF COLONIE

Sponsors: Audit and Finance Committee

188. RESCINDING RESOLUTION NO. 205 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2A LINCOLN AVENUE (TAX MAP NO. 44.1-1-7.2) AND 201 SPRING STREET ROAD (TAX MAP NO. 44.1-1-7.1) IN THE TOWN OF COLONIE TO T ROOF INDUSTRIES LLC

Sponsors: Audit and Finance Committee

189. RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 69 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 54 CLINTON AVENUE (TAX MAP NO. 76.26-1-11) IN THE CITY OF ALBANY

Sponsors: Audit and Finance Committee

190. AMENDING RESOLUTION NO. 45 FOR 2019 REGARDING THE COUNTYWIDE RESILIENCY GRANT PROGRAM

Sponsors: Audit and Finance Committee

191. CONFIRMING THE APPOINTMENT OF A MEMBER OF THE ALBANY CONVENTION CENTER AUTHORITY

Sponsors: Audit and Finance Committee

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

Sponsors: Joyce

193. APPOINTMENT OF MEMBERS TO THE ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Sponsors: Joyce and Clay

194. A RESOLUTION AMENDING RESOLUTION 283 FOR 1992, AS SUBSEQUENTLY AMENDED, TO RESTORE THE COMMITTEE TO FILL VACANCIES IN RESPONSE TO THE COVID-19 RELATED HEALTH EMERGENCY AND UNCERTAINTY IN THE BUDGETARY REALITIES CAUSED BY CURRENT THE GLOBAL PANDEMIC.

Sponsors: Joyce

Adjournment



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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COMMISSION
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CHAIRMAN
JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD
ANGELO GAUDIO
EXECUTIVE DIRECTOR

February 26, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: Resolution No. 524 of 2019 Amendment
Capital Regions Landfills, Inc. Leachate Treatment**

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting Resolution No. 524 of 2019 be amended to reflect the language of Resolution No. 376 as adopted on 10/14/14 as it pertains to the contract fee and term for leachate treatment from the Capital Region Landfills, Inc (Landfill).

The agreement between the District and Landfill is for a five year term with an annual fee of \$25,000 plus a treatment rate of one cent per gallon which is to be invoiced monthly commencing January 1, 2020 and ending December 31, 2025. The current resolution will need to be amended to reflect this arrangement.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
Kevin Cannizzaro, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1565, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting authorization to amend Resolution No. 524 of 2019

Date: 2/26/2026
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-598-9588
Department Rep: Angelo Gaudio
Attending Meeting: Angelo Gaudio

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):

Capital Regions Landfills, Inc
1319 Loudon Road
Cohoes, NY 12047

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: G28130 02124
Revenue Amount: \$25,000 annual fee plus one cent per gallon

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: 100
Local: Click or tap here to enter text.

Term

Term: (Start and end date) January 1, 2020 to December 31, 2025
Length of Contract: 5 years

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Res No 524 of 2019
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Albany County Water Purification District (District) is requesting Resolution No. 524 of 2019 be amended to reflect the language of Resolution No. 376 as adopted on 10/14/14 as it pertains to the contract fee and term for leachate treatment from the Capital Region Landfills, Inc (Landfill). The agreement between the District and Landfill is for a five year term with an annual fee of \$25,000 plus a treatment rate of one cent per gallon which is to be invoiced monthly commencing January 1, 2020 and ending December 31, 2025. The current resolution will need to be amended to reflect this arrangement.

RESOLUTION NO. 524**AUTHORIZING AN AGREEMENT WITH CAPITAL REGION LANDFILLS, INC. REGARDING LANDFILL LEACHATE TREATMENT AT THE WATER PURIFICATION DISTRICT'S NORTH PLANT**

Introduced: 12/2/19

By Public Works Committee:

WHEREAS, The Executive Director of the Albany County Water Purification District has requested authorization to enter into a five-year agreement between the Water Purification District and Capital Region Landfills, Inc., regarding landfill leachate treatment at the District's North Plant for an annual fee of \$55,000 and a term commencing December 1, 2019 and ending December 31, 2024, and

WHEREAS, The Executive Director has indicated that the agreement will provide landfill leachate treatment at the District's North Plant which is located in the City of Cohoes, and

WHEREAS, The Executive Director has also indicated that it is anticipated that the District will treat three million gallons of leachate per year at one cent per gallon, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-year agreement between the Water Purification District and Capital Region Landfills, Inc., Cohoes, NY 12047 regarding landfill leachate treatment at the District's North Plant for an annual fee of \$55,000 and a term commencing December 1, 2019 and ending December 31, 2024, and, be it further

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

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

RESOLUTION NO. 376

AUTHORIZING AN AGREEMENT WITH CAPITAL REGION LANDFILLS, INC. REGARDING LANDFILL LEACHATE TREATMENT AT THE SEWER DISTRICT'S NORTH PLANT

Introduced: 10/14/14

By Public Works Committee, Messrs. Morse, Ward and Ethier:

WHEREAS, The Executive Director of the Albany County Sewer District has requested authorization to enter into an agreement with Capital Region Landfills, Inc. regarding landfill leachate treatment at the Sewer District's North Plant, and

WHEREAS, The Executive Director indicated that the agreement will provide landfill leachate treatment at the District's North plant with transportation provided by the City of Cohoes collection system, and

WHEREAS, The Executive Director indicated that the agreement is an inter-municipal cooperation of shared services for five years, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-year agreement between the Albany County Sewer District and Capital Region Landfills, Inc. regarding landfill leachate treatment at the Sewer District's North Plant for an annual fee of \$25,000 plus a treatment rate of one cent per gallon to be invoiced monthly commencing December 1, 2014 and ending December 31, 2019, and, be it further

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

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

Adopted by unanimous vote. 10/14/14



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
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JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO S. GAUDIO
EXECUTIVE DIRECTOR

October 15, 2019

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting approval to enter into a professional service contract with the Capital Regions Landfills, Inc., the operator of the Town of Colonie Landfill. This agreement will provide landfill leachate treatment at the District's North Plant with conveyance provided by the City of Cohoes collection system.

The contract term will be for five (5) years with an annual fee of \$25,000 to reserve the right of conveyance and treatment. In addition to the annual fee, the District will charge for treatment at a rate of one cent per gallon, which will be invoiced monthly. Based on the initial estimate of receiving three (3) million gallons of leachate per year the total projected annual revenue would be \$55,000.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo S. Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
Kevin Cannizzaro, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel

RESOLUTION NO. 142

AMENDING RESOLUTION NO. 525 FOR 2019 REGARDING LANDFILL LEACHATE TREATMENT AT THE WATER PURIFICATION DISTRICT'S NORTH PLANT

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, By Resolution No. 525 for 2019, this Honorable Body authorized a five-year agreement with Capital Region Landfills, Inc., Cohoes, NY 12047 regarding landfill leachate treatment at the Water Purification District's North Plant for an annual fee of \$55,000 and a term commencing December 1, 2019 and ending December 24, 2024, and

WHEREAS, The Executive Director of the Albany County Water Purification District has requested authorization to amend the aforementioned resolution to indicate an annual fee of \$25,000 plus a treatment rate of one cent per gallon which is to be invoiced monthly rather than \$55,000, and

WHEREAS, The Executive Director has also requested authorization to amend the aforementioned resolution to indicate a term commencing January 1, 2020 through December 31, 2025 rather than December 1, 2019 and ending December 24, 2024, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 525 for 2019 is amended to indicate an annual fee of \$25,000 plus a treatment rate of one cent per gallon which is to be invoiced monthly and is further amended to indicate a term commencing January 1, 2020 and ending December 31, 2025, and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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COMMISSION
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ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

March 30, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: RFB #2020-015 – North Plant Ash Lagoon Cleaning
Bubonia Holding Corp**

Dear Mr. Joyce

In response to RFB # 2020-015 the Water Purification District (District) is requesting authorization to enter into a contract with Bubonia Holding Corp. (Bubonia) for the removal of 13,000 cubic yards of incinerated sludge ash at the District's North Plant. The total contract amount is \$107,840.00 and includes an \$8,000 allowance for the removal of additional material for the unit price identified in the bid.

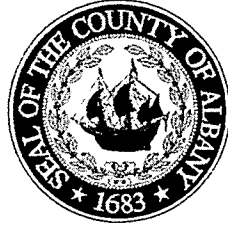
Of the two bids received Bubonia was the lowest responsible bidder. The bid tabulation and supporting recommendation memos are attached herein.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc. District Recommendation Memo
Purchasing Office Recommendation Memo
Bid Tabulation



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
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ANGELOW S. GAUDIO
EXECUTIVE DIRECTOR

MEMORANDUM

To: Karen Storm, Purchasing Agent
From: Angelo S. Gaudio, Executive Director *ASG*
Subject: RFB-2020-015 North Plant Ash Lagoon Cleaning Award Recommendation
Date: January 31, 2020

The Water Purification District recommends award to the apparent low bidder, Bubonia Holding Corp. for a sum of \$107,840.00 which includes an allowance of \$8,000.00.

Should you have any questions regarding this recommendation I may be reached at 447-1617.

ASG:lc



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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Angelo Gaudio, Executive Director
Water Purification District

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: January 31, 2020

RE: RFB #2020-015

I am in receipt of your recommendation to award the aforementioned Request for Bids to Bubonia Holding Corp. in the amount of \$107,840.00.

As Bubonia Holding Corp. is the low responsive and responsible bidder, I concur with your recommendation.

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

Bid Tabulation RFB-2020-015 NORTH PLANT ASH LAGOON CLEANING

Vendor	Bubonia	David Frueh
Lump Sum Base Bid	\$ 99,840.00	\$ 110,110.00
Allowance	\$ 8,000.00	\$ 8,000.00
Total Bid	\$ 107,840.00	\$ 118,110.00
Unit Price Cu. Yd.	\$ 7.68	\$ 8.47
Bid Security	Bond	Check



Legislation Text

File #: TMP-1624, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Bubonia Holding Corp. for the removal of sludge ash

Date: 3/30/2020
 Submitted By: Angelo Gaudio
 Department: Water Purification District
 Title: Executive Director
 Phone: 518-453-1624
 Department Rep.
 Attending Meeting: Angelo Gaudio

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):
Bubonia Holding Corp
18 West Albany Drive
Albany, NY 12205

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

Amount/Raise Schedule/Fee: \$107,870.00
Scope of Services: Disposal of incinerated sludge ash

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: G98130 44071 1000

Appropriation Amount: 107,870.00

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) May 1, 2020 to December 1, 2020

Length of Contract: 7 months

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Water Purification District (District) is requesting authorization to enter into a contract with Bubonia Holding Corp. (Bubonia) for the removal of 13,000 cubic yards of incinerated sludge ash at the District's North Plant. The total contract amount is \$107,840.00 and includes an \$8,000 allowance for the removal of additional material for the unit price identified in the bid. Incinerated sludge ash is stored in ash lagoons at the treatment plant. Annual disposal of this ash is required to manage the onsite volumes within the District's ash lagoons and to provide adequate storage space for sludge ash in the upcoming year.

COUNTY OF ALBANY

REQUEST FOR BIDS ALBANY COUNTY WATER PURIFICATION DISTRICT



RFB #2020-015

NORTH PLANT ASH LAGOON CLEANING

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: North Plant Ash Lagoon Cleaning RFB NUMBER: 2020-015

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFB.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

Yes / **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: _____ Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-BIDDER RESPONSE

RFB #2020-015

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- Could not meet specifications or Scope of Services.
- Items or materials requested not manufactured by us or not available to our company.
- Insurance requirements are too restricting.
- Bond requirements are too restricting.
- Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- Project not suited to firm.
- Quantities too small.
- Insufficient time allowed for preparation of bid.
- Other reasons; please state and define:

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2020-015

Sealed Bids for North Plant Ash Lagoon Cleaning as requested by the Albany County Water Purification District will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, January 30, 2020 .

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com> starting by close of business (4:30 p.m.) on **Thursday, January 16, 2020.**

A site visit will be held on Friday, January 24, 2020 at 9:00 am at the Albany County Water Purification District North Plant, 1 Canal Road South, Albany, NY 12204. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: January 10, 2020
Albany, New York

PUBLISH ONE DAY –Thursday, January 16, 2020 -- THE EVANGELIST
PUBLISH ONE DAY –Thursday, January 16, 2020 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- *IMPORTANT NOTICE*

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at <http://www.empirestatebidsystem.com>. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

- 1.1 Title: **North Plant Ash Lagoon Cleaning**
- 1.2 Requesting Department: **Albany County Water Purification District**
- 1.3 Bid Number: **2020-015**

SECTION 2: PURPOSE

- 2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **North Plant Ash Lagoon Cleaning** as requested by **Albany County Water Purification District**.
- 2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

- 3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.
- 3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

- 4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder

and accompanied by the required documents. Bids must be received no later than **Thursday, January 30, 2020 at 11:00 AM** , at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207

- 4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
- 4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.
- 4.4 **There will be a site visit on Friday, January 24, 2020 at 9:00 am, at the Albany County Water Purification District North Plant, 1 Canal Road South Albany, NY 12204.**
This will be the only scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

- 5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

- 6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **Five Percent (5%) of the Total Bid Amount in United States Currency** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. **BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.**
- 6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
- 6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

- 7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.
- 7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.
- 7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- 7.4 All bidders must document five (5) or more years in the business of providing the excavating services.
- 7.5 Bidder must include at least five excavating service customer references.

SECTION 8: NOT IN USE

SECTION 9: DISQUALIFICATION

- 9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:
- (a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.
 - (b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.
 - (c) Bidder's default under previous contracts with the County.
 - (d) Bidder's unsatisfactory work on previous contracts with the County.
- 9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the

bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: <https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt> **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

- (a) the execution of a contract by Albany County; or
- (b) the award of a purchase order by Albany County; or
- (c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

- (a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;
- (b) Completeness of the bid; and
- (c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder's bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **One Hundred Percent (100%) of the Total Bid Amount** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

- (a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

- (b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

- (c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

- (a) Albany County shall be named as an additional named insured on all liability policies. **The bid number must appear on policy.**

- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County

for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

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

SECTION 21: REMEDY FOR BREACH

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

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: NOT IN USE

SECTION 25: MACBRIDE PRINCIPLES

- 25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.
- 25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

- 26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:
- “RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter “contractor”) as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees,

labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

“RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

“RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor.”

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, gender, marital status, military status, sexual orientation or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

SECTION 30: SUBCONTRACTORS

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of "legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

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

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used

to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-10-002), and adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards as defined under the NYS Environmental Conservation Law. Albany County is required by EPA and NYS Regulations to comply with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities (GP-0-15-002). SPDES GP-0-15-002 pertains to all types of construction activity, including highway reconstruction and rehabilitation, new buildings or expansion of existing buildings, parking lots, and other facilities, and any other project meeting the thresholds for the requirement to obtain permit coverage. The successful Bidder/Proposer will therefore be required to treat and/or control, to the maximum extent practicable in the proposed construction project, all construction site stormwater. Accomplishing this objective requires that the County select and implement appropriate construction stormwater Best Management Practices, as documented in the Stormwater Pollution Prevention Plan (SWPPP) associated with the project. Compliance with the SWPPP and with any additional corrective actions requested by the County or its representative shall be fulfilled for the duration of the project including for one year following final stabilization and completion of construction, after such time responsibility for post-construction practices will be assumed by the County, or by another landowner if such practices are off the designated County right-of-way. As required by the aforementioned regulations, site runoff shall be controlled and/or treated utilizing approved methods detailed in the New York Standards and Specifications for Erosion and Sediment Control (current version) and the New York Stormwater Management Design Manual (current version).

The successful Bidder/Proposer shall ensure that its operators and construction site personnel have received, within less than three years prior to their conductance of work on the site, a 4-hour NYSDEC-endorsed training course in acceptable standards and practices for controlling construction site stormwater and managing post-construction stormwater unless they possess certification (current throughout the duration of the project) as a Certified Professional in Erosion and Sediment Control (CPESC). If successful, Bidder/Proposer is will be required to certify to Albany County that operators/employees have received required stormwater training or CPESC certification in accordance with SPDES GP-0-15-002 (see Sheet MS4-2) and, upon request, produce proof thereof. If successful, Bidder/Proposer shall also be responsible for any waste generated from the construction project so as to avoid adverse impacts to water quality.

Pursuant to Local Law 7 of 2007, failure of the successful Bidder/Proposer to comply with Stormwater Discharges from Construction Activities will be subject to a cease and desist order until remedies have been accomplished satisfactorily to NYS Standards.

SECTION 35: GREEN INFRASTRUCTURE POLICY

35.1 The Prospective Bidder(s) acknowledge(s) awareness of Albany County's Green Infrastructure Policy, which is part of the County's larger MS4 Stormwater Management Program pursuant

to SPDES GP-0-15-003. The Prospective Bidder(s) agree(s) to examine the feasibility of design options involving protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with said Policy

ALBANY COUNTY WATER PURIFICATION DISTRICT

Specifications for the

NORTH PLANT ASH LAGOON CLEANING RFB-2020-015

1.0 GENERAL

1.1 The Albany County Water Purification District operates a wastewater treatment facility designated the North Plant. The North Plant is located off Canal Road South in Menands, New York 12204. The work consists of cleaning ash lagoons, which contain a non-putrescible, inert, wet bio-solids remediated ash.

Ash to be removed from the North Plant lagoons is to be deposited on property owned by the City of Albany, located on Rapp Road in Albany, New York (City of Albany Landfill).

Detailed plans of the ash lagoons may be inspected at the Administration Building located at the North Plant prior to bid submittal.

2.0 LAGOON DESCRIPTION AND QUANTITY

2.1 North Plant - The total area of the lagoons is approximately one (1) acre and they are approximately six (6) feet deep. The total quantity of material to be removed is estimated at 13,000 cubic yards.

3.0 ESTIMATED QUANTITY

3.1 The quantities of ash in cubic yards in Section 2.1 (above) are estimated only. Any under or over estimated quantities shall be subtracted or added on a per unit price (one (1) cubic yard) from the base bid of 13,000 cubic yards, any under estimated quantities shall be applied to the available allowance. Prospective bidders are responsible for verifying quantity of ash being removed. Owner shall approve the method.

4.0 METHOD OF REMOVAL

4.1 If an alternative to the preferred method of removal described below is proposed, the District must approve the method of removal; dredging will not be permitted. The method of removal must not damage the bottom of the lagoons which is clay lined. Prospective bidders are responsible for collecting a sample of the ash removed every 1,000 cubic yards and supplied to the District. The District will provide sample containers for collection.

A preferred method is as follows:

The ash lagoon is thoroughly dewatered using portable pumps. A polyethylene-reinforced mat is laid down on the ash in the dewatered lagoon and covered with 6" of gravel to support backhoe and dump trucks on the ash bed. Working backward from the outlet to the inlet, the ash is removed from each lagoon along with the gravel and matting. Similar methods may also be used with District approval but be advised that, the ash bed alone will not support machinery necessary for ash removal. The District shall approve the size of gravel.

5.0 TEMPORARY ELECTRICAL POWER

5.1 The District will supply the temporary electrical power necessary to operate the contractor's dewatering pumps. District electricians will make electrical connections at the designated motor control center.

6.0 GRADING OF LAGOON BANKS

6.1 The contractor is responsible to re-grade the banks of the lagoons when disturbed and to re-seed any affected areas if necessary.

7.0 METHOD OF TRANSPORTATION

7.1 The contractor shall take such steps as are necessary to prevent ash loss when transporting ash to the landfill site from the North Plant. At a minimum, all loads shall be covered during transportation.

7.2 Since public roadways must be used, the contractor shall dewater the ash to the consistency of damp sand prior to hauling to the disposal site. The method of dewatering the ash shall be approved by the District and conform to all New York State Department of Environmental Conservation regulations in effect at that time along with the City of Albany landfill requirements. Ash may not be hauled in a flowing state or if it contains free water. The contractor shall be responsible to obtain any required NYSDEC or DOT permits to transport District ash.

7.3 The ash will be trucked to the **City of Albany landfill** located on Rapp Road in Albany, New York. The Water Purification District shall reserve the right to discontinue transportation within 24 hour notice to the contractor should conditions at the landfill warrant. This potential exists due to inclement weather causing roadway problems and ash grading requirements at the disposal site. The Water Purification District shall give notice to contractor when transportation can commence.

7.4 The Landfill has restricted hours (7 a.m. to 3 p.m. weekdays) for receipt of ash from the District.

8.0 OPERATION OF LAGOONS DURING CLEANING

8.1 Bidders will take note that one ash lagoon will be in operation during the contract period.

8.2 As there are two lagoons to be cleaned there will be two mobilizations for cleaning. The first lagoon shall be cleaned and hauled no later than August 1st. The District will be allowed one week to place the cleaned lagoon in service at which point the contractor will be allowed to set pumps up for draining the second lagoon. The second lagoon will be cleaned and hauled no later than November 7th.

9.0 BID

9.1 The bid shall reflect all materials, labor, equipment, and all other activity necessary to dispose of the ash, including lagoon dewatering.

10.0 CLEAN-UP

10.1 Ash lost during transport and deposited on District roadways or public highways and streets shall be cleaned by the contractor to the satisfaction of the District and comply with any DEC mandates. Dry cleanup methods are preferred (street cleaner, shovels, brooms); as washing down of ash into storm sewers tends to clog catch basins and sewers.

11.0 QUALIFICATIONS OF BIDDER

11.1 The District may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the bidder shall furnish to the District all such information and data for that purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12.0 SAFETY AND RIGHT TO KNOW LAW

12.1 The successful bidder shall meet with the District's safety officer to make known to contractor employees the District's Hazardous Communication Program, Emergency Escape Procedures and any other pertinent information necessary for the protection of contractor employee safety.

This meeting shall take place before any ash hauling commences in accordance with the New York State Department of Labor Law.

13.0 GENERAL CONDITIONS

13.1 Some General Conditions applicable to this contract shall include, insurance, NYS Prevailing Wage Rates, Bid & Performance Bonds. Monthly payroll records shall be provided to the Owner's Supt. of Operations in compliance with Section 220 of the Labor Law.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **North Plant Ash Lagoon Cleaning**
Bid Number: **2020-015**

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

(g) Non Interruption of Work Agreement (Attachment "G")

7. Communication concerning this Bid shall be addressed to:

Phone: _____

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
Bid Number: 2020-015

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Amount</u> (In words)	<u>Amount</u> (In figures)
The lump sum price of _____ _____ _____ Dollars and _____ Cents	\$ _____
(base bid)	
Allowance	\$ <u>\$8,000</u>
Total BID	\$ _____
*Unit Price (one (1) cubic yard)	\$ _____

* Per unit price shall be the base bid divided by 13,000 cubic yards (excluding the allowance)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **North Plant Ash Lagoon Cleaning**
Bid Number: **2020-015**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE: _____

DATE: _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. _____

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

BQ2

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

7. Do you plan to sublet any part of this work? If so, give details.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ____ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Firm

Dated: _____

By _____

(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: _____

By: _____
(Signature)

(Typed)

Title: _____

Date: _____



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Albany County Water Purificati
Kayla Cronin, Specification Technician
112 State Street
Room 1000
Albany NY 12207

Schedule Year 2019 through 2020
Date Requested 01/13/2020
PRC# 2020000503

Location 1 Canal Road South
Project ID# 2020-015
Project Type North and South Ash Lagoon Cleaning for the Albany County Water Purification District.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

**ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR’S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A “YES,” AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes	<input type="checkbox"/> No
a) An elected or appointed public official or officer? <i>List each individual’s name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input type="checkbox"/> No

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	
a)	<ol style="list-style-type: none"> 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <ol style="list-style-type: none"> 1. federal, state or local health laws, rules or regulations. 	<input type="checkbox"/> Yes <input type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <ol style="list-style-type: none"> a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i> 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹: Yes No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Description of where the work is to be performed within Albany County facilities:

Signature

Printed Name

Title

Date

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
 Bid Number: 2020-015

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
 Albany County Department of General Services
 Purchasing Division
 112 State Street, Room 1000
 Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
Jan. 27, 2020	# 1

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- Stephen J. Bubonia
Pres. - Bubonia Holding Corp.

Phone: (518) 438-8900
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORMBID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
 Bid Number: 2020-015

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Amount</u> (In words)	<u>Amount</u> (In figures)
The lump sum price of _____	
<u>Ninety Nine Thousand,</u> <u>Eight Hundred Forty</u> _____ Dollars and	
NO Cents	\$ 99,840.00
(base bid)	
Allowance	\$ 8,000
Total BID	\$ 107,840.00
*Unit Price (one (1) cubic yard)	\$ 7.68

* Per unit price shall be the base bid divided by 13,000 cubic yards (excluding the allowance)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
Bid Number: 2020-015

COMPANY: Bubonia Holding Corp.

ADDRESS: 18 West Albany Drive

CITY, STATE, ZIP: Albany, New York 12205

TEL. NO.: (518) 438-8900

FAX NO.: (518) 438-9193

FEDERAL TAX ID NO.: 14-1605683

REPRESENTATIVE: Stephen J. Bubonia

E-MAIL: steve@bubonia.com

SIGNATURE AND TITLE: *Stephen J. Bubonia*

Stephen J. Bubonia - President
Jan. 30, 2020

*

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 42 years
2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.
1. Contract No. 4378 of 2018 RFB-2018-106
North and South Ash Lagoon Cleaning
County of Albany Water Purification District

Orig. Contract \$79,640.00 + Allowance of \$8,000.00
Completion date 12/27/19 Cost of \$84,816.60

Contact Tyler Messick (518) 466-2244
2. RFB # 2017-136 Ash Lagoon Cleaning at the North Plant
County of Albany Water Purification District
Orig. Contract \$97,110.00 + Allowance of \$8,000.00

Completion date 11/13/18 Cost of \$103,795.65

Contact Tyler Messick (518) 466-2244
3. 845 Central Ave. Albany NY Install interceptor, drainage
pipng and discharge lines. Contract with David Stern
Management (West Mall Properties). Contract amount of

\$50,000.00 Completion 09/13/19 Cost of \$53,900.00

Contact Abel Rivera (518) 436-9988

BQ1

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

City of Albany Rapp Road SWMF Recycled Landfill Cover Materials. \$100,000.00 10% complete

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

NO

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

NO

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

7. Do you plan to sublet any part of this work? If so, give details.

NO

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety: Mr. Harry Ungehauer @ Cool Insuring Agency,
784 Troy Schenectady Rd, Latham, NY 12110

Bank Mr. Ryan Case, Key Bank
Albany Shaker Road, Albany NY 12205

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Accountant prepared financial statement
will be made available upon award of contract.

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

Bubonia Holding Corp.
Correct Name of Bidder

(a) The business is a: Corporation (NYS)

(b) The address of principal place of business is: 18 West Albany Drive
Albany, New York 12205

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Stephen J. Bubonia - President

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes X No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

Bubonia Holding Corp.
Firm

Dated: Jan. 30, 2020

By *Stephen J. Bubonia*

Stephen J. Bubonia - Pres.
(Typed)

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Corporation:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 30 day of January, 2020, before me personally appeared Stephen J. Bubonia to me known, who, being by me sworn, did say that he resides at (give address) 9 Dennis Ter, Sch'dy NY 12303; that he is the (give title) President of the (name of corporation) Bubonia Holding Corp., the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Morris C. Warrner Jr.
Notary Public, State of _____
Qualified in _____
Commission Expires 02 28 22

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

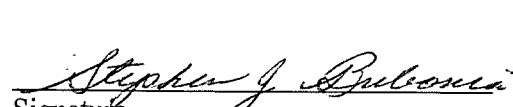
(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation


Signature **Stephen J. Bubonia**

President
Title

Bubonia Holding Corp.
Company Name

Jan. 30, 2020
Date

ATTACHMENT "C" ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Bubonia Holding Corp.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1605683 b) DUNS #	
4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.bubonia.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 18 West Albany Drive Albany, New York 12205		7. TELEPHONE NUMBER 518 438-8900	8. FAX NUMBER 518 438-9193
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name Stephen J. Bubonia Title President Telephone Number (518) 438-8900 Fax Number (518) 438-9193 e-mail steve@bubonia.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
Stephen J. Bubonia	Pres.		
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
a)	<p>1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim; judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p>	
a)	<p>file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
b)	<p>file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	<p>Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ : Yes No

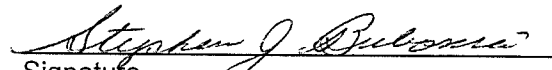
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



 Signature Stephen J. Bubonia

 Title President

Bubonia Holding Corp.

 Company Name

Jan. 30, 2020
 Date

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: Bubonia Holding Corp.

Address: 18 West Albany Drive

Albany, New York 12205

Phone Number(s): (518) 438-8900

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Ash Lagoon Cleaning

North Plant

Description of where the work is to be performed within Albany County facilities:

North Plant, 1 Canal Road South, Albany, NY 12204

Stephen J. Bubonia
Signature

Stephen J. Bubonia
Printed Name

President
Title

Jan. 30, 2020
Date



ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for: North Plant Ash Lagoon Cleaning
RFB # 2020-015

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

Firm: Bubonia Holding Corp.

By: *Stephen J. Bubonia*
(Signature) 

Stephen J. Bubonia
(Typed)

Title: President

Date: Jan. 30, 2020



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Bubonia Holding Corporation
18 West Albany Drive
Albany, NY 12205

SURETY: Hudson Insurance Company

(Name, legal status and principal place

of business)

100 William Street
5th Floor
New York, NY 10038

OWNER:

(Name, legal status and address)

Albany County
112 State Street
Albany, NY 12207

BOND AMOUNT: \$ 5% (Five Percent of the Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

North Plant Ash Lagoon Cleaning - RFB-2020-015 -
Water Purification District -

Project Location: 1 Canal Road South, Albany, NY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

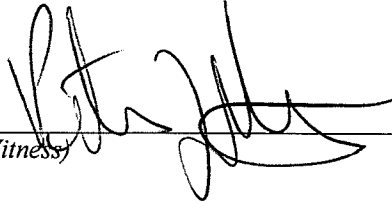
ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

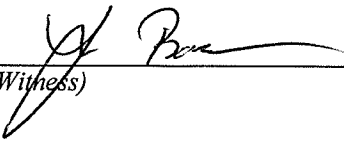
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Signed and sealed this 28th /day of , January, 2020



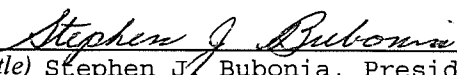
(Witness)



(Witness)

Bubonia Holding Corporation

(Principal) (Seal)



(Title) Stephen J. Bubonia, President

Hudson Insurance Company

(Surety) (Seal)



(Title) Harry B. Ungeheuer, Attorney-in-Fact

*

Init.



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Michael J. Grasso, John C. Bieniek, Anthony J. Mashuta,
Barbara A. Lavenia and Harry B. Ungeheuer
of the State of New York

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.
(Corporate seal)

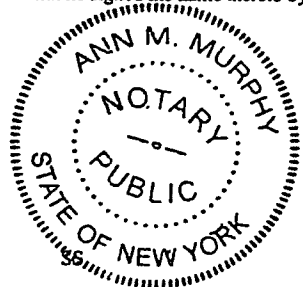
Attest.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 28th day of January, 20 20.

(Corporate seal)

By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF Albany } ss

On this 28th day of January, 2020, before me personally appeared Stephen J. Bubonia to me known, who, being by me first duly sworn, did depose and say that he/she resides in Schenectady, New York; that he/she is the President of Bubonia Holding Corporation

the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Morris C. Warner, Jr.
Notary Public
MORRIS C. WARNER, JR.
Notary Public, State of New York
Qualified in Albany County
Commission Expires 02/28/22

SURETY

STATE OF New York }
COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Schenectady County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Hudson Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, New York in said County, this 28th day of January, A.D. 2020.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 05/20/2022

Barbara A. Lavenia
Notary Public

HUDSON INSURANCE COMPANY

**SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2018**

ASSETS

Bonds	\$	335,825,311
Real estate		0
Cash on hand and on deposit		56,610,897
Reinsurance Receivable		295,692,952
FIT recoverable (including net deferred tax asset)		19,975,326
Aggregate write-ins for other than invested assets		296,559,253
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		64,104,446
Stocks		224,397,557
Other Assets		69,866,860
Total Assets	\$	<u>1,363,032,602</u>

LIABILITIES & SURPLUS

Losses	\$	206,909,194
Loss adjustment expense		23,275,155
Other expenses		20,681,593
Unearned premiums		86,239,183
Ceded reinsurance premiums payable		490,370,623
Payable to parent, subsidiaries and affiliates		448,529
Commissions payable, contingent commissions and other similar charges		13,750,069
Other Liabilities		79,865,111
Total Liabilities	\$	<u>921,539,457</u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		140,512,810
Surplus as regards policyholders	\$	441,493,145
Total Liabilities and Surplus	\$	<u>1,363,032,602</u>

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2018.

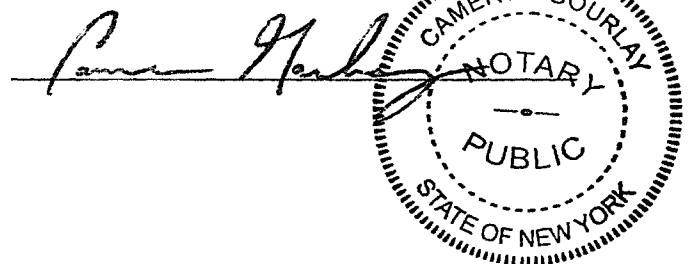
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this March 20th day of March, 2019.



Jessie Zwinggi
Jessie Zwinggi
Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this March 20th day of March, 2019
My commission expires .

CAMERON GOURLAY
Notary Public, State of New York
No. 01GO6372305
Qualified in New York County
Commission Expires June 4, 2022




AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Bubonia Holding Corporation

18 West Albany Drive

Albany, NY 12205

OWNER:
(Name, legal status and address)

Albany County

112 State Street

Albany, NY 12207

BOND AMOUNT: \$ 5% (Five Percent of the Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)

North Plant Ash Lagoon Cleaning - RFB-2020-015 -

Water Purification District -

Project Location: 1 Canal Road South, Albany, NY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SURETY: Hudson Insurance Company

(Name, legal status and principal place
of business)

100 William Street

5th Floor

New York, NY 10038

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

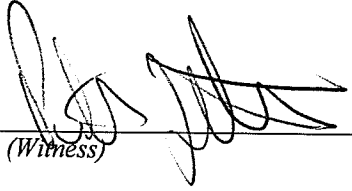
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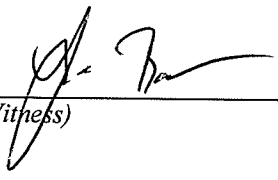
User Notes:

(1515275381)

Signed and sealed this 28th /day of , January, 2020



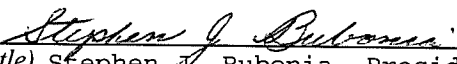
(Witness)



(Witness)

Bubonia Holding Corporation

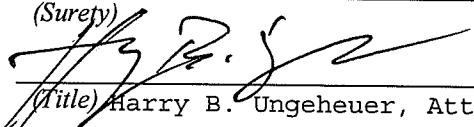
(Principal) (Seal)



(Title) Stephen J. Bubonia, President

Hudson Insurance Company

(Surety) (Seal)



(Title) Harry B. Ungeheuer, Attorney-in-Fact



BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Michael J. Grasso, John C. Bieniek, Anthony J. Mashuta,
Barbara A. Lavenia and Harry B. Ungeheuer
of the State of New York**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 7th day of November, 20 17 at New York, New York.
(Corporate seal)

Attest.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY
By.....
Michael P. Cifone
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 7th day of November, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



.....
Ann M. Murphy
ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Company this 28th day of January, 20 20
(Corporate seal)

By.....
Dina Daskalakis
Dina Daskalakis, Corporate Secretary

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public

CORPORATE

STATE OF New York }
COUNTY OF Albany } ss

On this 28th day of January, 2020, before me personally appeared Stephen J. Bubonia to me known, who, being by me first duly sworn, did depose and say that he/she resides in Schenectady, New York; that he/she is the President of Bubonia Holding Corporation the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Morris C. Warner Jr.
Notary Public

MORRIS C. WARNER, JR.
Notary Public, State of New York
Qualified in Albany County
Commission Expires 02.28.22

SURETY

STATE OF New York }
COUNTY OF Albany } ss

I, Barbara A. Lavenia Notary Public of Schenectady County, in the State of New York do hereby certify that Harry B. Ungeheuer Attorney-in-Fact, of the Hudson Insurance Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Hudson Insurance Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Latham, New York in said County, this 28th day of January, A.D. 2020.

BARBARA A. LAVENIA
Notary Public, State of New York
Qualified in Schenectady County
No. 01LA5060627
Commission Expires 05/20/2022

Barbara A. Lavenia
Notary Public

HUDSON INSURANCE COMPANY
SHORT FORM FINANCIAL STATEMENT
AS OF DECEMBER 31, 2018

ASSETS

Bonds	\$	335,825,311
Real estate		0
Cash on hand and on deposit		56,610,897
Reinsurance Receivable		295,692,952
FIT recoverable (including net deferred tax asset)		19,975,326
Aggregate write-ins for other than invested assets		296,559,253
Deferred premiums, agents' balances and installments booked but deferred and not yet due (including earned but unbilled premiums)		64,104,446
Stocks		224,397,557
Other Assets		69,866,860
Total Assets	\$	<u><u>1,363,032,602</u></u>

LIABILITIES & SURPLUS

Losses	\$	206,909,194
Loss adjustment expense		23,275,155
Other expenses		20,681,593
Unearned premiums		86,239,183
Ceded reinsurance premiums payable		490,370,623
Payable to parent, subsidiaries and affiliates		448,529
Commissions payable, contingent commissions and other similar charges		13,750,069
Other Liabilities		79,865,111
Total Liabilities	\$	<u><u>921,539,457</u></u>
Preferred and Common capital stock	\$	7,500,238
Gross paid in and contributed surplus		293,480,097
Unassigned funds (surplus)		140,512,810
Surplus as regards policyholders	\$	<u><u>441,493,145</u></u>
Total Liabilities and Surplus	\$	<u><u>1,363,032,602</u></u>

STATE OF NEW YORK)
) ss:
 COUNTY OF NEW YORK)

I, the undersigned Senior Vice President and Controller of Hudson Insurance Company hereby certify the foregoing to be a short form financial statement in the form of a balance sheet, showing the Company's assets and liabilities on a provisional basis, at the close of business on December 31, 2018.

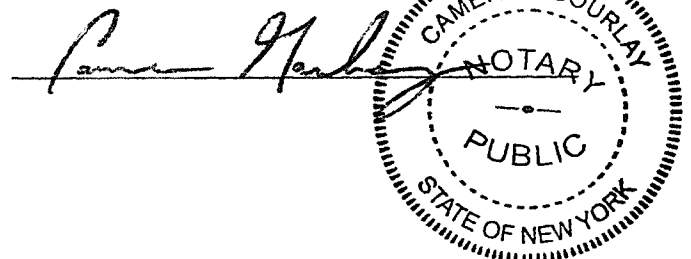
IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this March 20th day of March, 2019.



Jessie Zwinggi
 Jessie Zwinggi
 Senior Vice President and Chief Financial Officer

Subscribed and sworn to before me this March 20th day of March 2019
 My commission expires

CAMERON GOURLAY
Notary Public, State of New York
 No. 01GO6372305
 Qualified in New York County
 Commission Expires June 4, 2022



COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **North Plant Ash Lagoon Cleaning**
 Bid Number: **2020-015**

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
 Albany County Department of General Services
 Purchasing Division
 112 State Street, Room 1000
 Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:
 - (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
------	--------

<i>January 27, 2020</i>	<i>ONE</i>
-------------------------	------------

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

- (c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.
4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) MS-4-1 Certification Statement RE: Stormwater Discharges (Attachment "E")
 - (f) Bidder Qualification Questionnaire (Attachment "F")
 - (g) Non Interruption of Work Agreement (Attachment "G")
7. Communication concerning this Bid shall be addressed to:
- David Frueh Contracting LLC
PO Box 183
Glenmont, NY 12077-0183
- Phone: 518-767-0090
8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
Bid Number: 2020-015

The undersigned, as Bidder, declares that no person or persons other than those named herein are interested in this proposal; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the specifications, that no person or persons acting in any official capacity for the District is directly or indirectly interested therein or in any portion of the profit thereof; and that he proposes and agrees, if this proposal is accepted, to execute the form of Contract with the District to provide all materials, to do all work and to furnish the materials shown and specified in the Contract Documents, and that he will take in full payment, therefore, the following sums to wit:

<u>Amount</u> (In words)	<u>Amount</u> (In figures)
The lump sum price of <u>One hundred</u> <u>ten thousand one hundred</u> <u>ten</u> Dollars and _____ Cents	\$ <u>110,110.⁰⁰</u>
(base bid)	
Allowance	\$ <u>\$8,000</u>
Total BID	\$ <u>118,110.⁻</u>
*Unit Price (one (1) cubic yard)	\$ <u>8.⁴⁷</u>


* Per unit price shall be the base bid divided by 13,000 cubic yards (excluding the allowance)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: North Plant Ash Lagoon Cleaning
Bid Number: 2020-015

COMPANY: David Frueh Contracting LLC
ADDRESS: PO Box 183
CITY, STATE, ZIP: Glenmont, NY 12077-0183
TEL. NO.: 518-767-0090
FAX NO.: -
FEDERAL TAX ID NO.: 80-0033250
REPRESENTATIVE: Dave Frueh
E-MAIL: davidfrueh12@gmail.com
SIGNATURE AND TITLE:  / member
DATE: 1-30-2020

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? 20 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. County of Albany N.E.S Ash Lagoon Cleaning

2. _____

3. _____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

no

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

no

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

NO

7. Do you plan to sublet any part of this work? If so, give details.

NO

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

<i>Burt Anthony Associates - Greg Turner</i>	<i>518 439-9958</i>
<i>Key Bank</i>	<i>518-439-0051</i>

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

_____ NA _____

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

David Frueh Contracting LLC

Correct Name of Bidder

(a) The business is a: Partnership

(b) The address of principal place of business is: Po Box 183, Glenmont, NY 12077
1626 Rt 9w; Selkirk, NY 12158

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

David Frueh SR.

David Frueh JR.

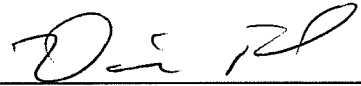
Michael Frueh

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes No .
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

David Fuel Contracting LLC
Firm

Dated: 1-30-2020

By 


David Fuel
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: David Fusch Contracting LLC

By: 
 (Signature)

David Fusch
 (Typed)

Title: member

Date: 1-30-2020



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Albany County Water Purificati
 Kayla Cronin, Specification Technician
 112 State Street
 Room 1000
 Albany NY 12207

Schedule Year 2019 through 2020
 Date Requested 01/13/2020
 PRC# 2020000503

Location 1 Canal Road South
 Project ID# 2020-015
 Project Type North and South Ash Lagoon Cleaning for the Albany County Water Purification District.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
 W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation



Signature

member

Title

David Fred Contracting LLC

Company Name

1-30-2020

Date

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF New York)
COUNTY OF Albany) SS.:

On this 30th day of January, 2020, before me personally appeared David Froeh to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

JAMES S. MILLS
Notary Public, State of New York
Qualified in Albany County
Reg. No. 01M16227546
My Commission Expires Aug. 30, 2022

[Signature]
Notary Public, State of New York
Qualified in Albany County
Commission Expires 8/30/22

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 200__, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 200__, before me personally came _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires _____

**ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. VENDOR IS: <input checked="" type="checkbox"/> PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME <i>David Fuel Contracting LLC</i>		3. IDENTIFICATION NUMBERS a) FEIN # <i>80-0033250</i> b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER <i>518 767-0090</i>	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE. if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE Name <i>David Fuel</i> Title <i>member</i> Telephone Number <i>518-767-0090</i> Fax Number <i>—</i> e-mail <i>David.Fuel12@gmail.com</i>			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME <i>DAVID FUEL</i>	TITLE <i>member</i>	b) NAME <i>Michael Fuel</i>	TITLE <i>member</i>
c) NAME <i>DAVID FUEL</i>	TITLE <i>member</i>	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.</i>		<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

16.	<p>WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:</p> <p>a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;</p> <p>2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;</p> <p>3. entered into an agreement to a voluntary exclusion from bidding/contracting;</p> <p>4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;</p> <p>5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;</p> <p>6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;</p> <p>7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;</p> <p>8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or</p> <p>9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.</p> <p>b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?</p> <p>c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:</p> <p>1. federal, state or local health laws, rules or regulations.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
17.	<p>IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
18.	<p>DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:</p> <p>a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i></p> <p>b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i></p> <p>c) Property Tax <i>Indicate the years the vendor failed to file.</i></p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
19.	<p>HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?</p> <p>Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
20.	<p>IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.</p>	<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES ¹ :	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.		

¹ "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity's daily operations, that entity will be an "affiliate" for purposes of this questionnaire.

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.



Signature

member

Title

1-30-2020
Date

David Fred Contracting LLC
Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: David Frueh Contracting LLC

Address: PO Box 183; Glenmont, NY 12077-0183

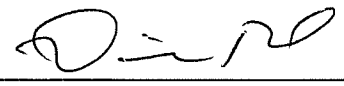
Phone Number(s): 518-767-0090

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

Ash Lagoon Cleaning at North Plant

Description of where the work is to be performed within Albany County facilities:

North Plant


Signature

DAVID FRUEH
Printed Name

member
Title

1-30-2020
Date

ALBANY COUNTY VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #


State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:


- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business David French Contracting LLC Signature of Owner 

Address PO Box 183 Printed Name of Signatory David French

City, State, Zip Title member

Glenmont, NY 12077

Swoon before me this 30th day of January, 2020.

 Notary Public

JAMES S. MILLS
 Notary Public, State of New York
 Qualified in Albany County
 Reg. No. 01MI6227546
 My Commission Expires Aug. 30, 2022

 Printed Name

 Signature

 Date

RESOLUTION NO. 143

**AUTHORIZING AN AGREEMENT WITH BUBONIA HOLDING CORP.
REGARDING ASH DISPOSAL AT THE WATER PURIFICATION DISTRICT
NORTH PLANT**

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Executive Director of the Albany County Water Purification District has requested authorization to enter into an agreement with Bubonia Holding Corp. regarding the disposal of 13,000 cubic yards of ash from the District North Plant Ash Lagoon in an amount not to exceed \$107,840 for a term commencing May 1, 2020 and ending December 1, 2020, and

WHEREAS, The Water Purification District through the County Purchasing Agent issued a request for bids and two bids were received pertaining to the project, and

WHEREAS, The District engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to Bubonia Holding Corp. as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Bubonia Holding Corp., Albany, NY, 12205 in an amount not to exceed \$107,840 regarding the removal of 13,000 cubic yards of ash from the District North Plant Ash Lagoon, and, be it further

RESOLVED, That the agreement shall indicate that the overall contract price shall be at a rate of \$7.68 per cubic yard which includes an \$8,000 allowance for any additional quantities of ash to be removed over the 13,000 cubic yards and shall be for a term commencing May 1, 2020 and ending December 1, 2020, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN
JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 5, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: Inter-Municipal Agreement – Long Term Control Plan
Albany Pool Communities**

Dear Mr. Joyce,

The Water Purification District (District) is requesting legislative approval to renew the District Inter-Municipal Agreement (IMA) for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan (LTCP). The District IMA is required by the executed order on consent with NYSDEC dated January 15, 2014. The District IMA along with the community IMA's will facilitate the cooperative control of CSO discharges from the communities' inter-municipal combined sewer systems and the implementation of the approved LTCP. The "Albany Pool" Communities include the cities of Albany, Cohoes, Watervliet and the Village of Green Island who are also members of the Sewer District and the cities of Troy and Rensselaer. The Rensselaer County Sewer District is also required to execute a "District IMA".

The Capital District Regional Planning Commission ("CDRPC") has represented the Albany Pool CSO / LCP project as managers and legal consultants have drafted the District IMA that was presented and approved by NYSDEC. The Albany County Department of Law has also reviewed the original IMA and approved the form and content of the District IMA.

The IMA renewal will be for a five (5) year term that is set to run from April 15, 2020 to April 14, 2025. A copy of the existing District IMA is enclosed with this submission.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

A handwritten signature in cursive script, appearing to read "Angelo Gaudio".

Angelo Gaudio, P.E.
Executive Director

Enc. 2015 IMA

**Combined Sewer Overflows
Long Term Control Plan
Inter-Municipal Agreement
Albany Pool Communities & Albany County Sewer District**

This Inter-Municipal Agreement (“Agreement”) is dated April 14, 2015 and entered into by and among the CITY OF ALBANY, by the ALBANY WATER BOARD (“Albany”), the CITY OF COHOES (“Cohoes”), the VILLAGE OF GREEN ISLAND (“Green Island”), the CITY OF TROY (“Troy”), the CITY OF RENSSELAER (“Rensselaer”), the CITY OF WATERVLIET (“Watervliet”) (collectively, the “Albany Pool Communities”) and the ALBANY COUNTY SEWER DISTRICT.

RECITALS

Article 5-G of the New York General Municipal Law authorizes municipal corporations and districts to perform their functions, duties and powers on a cooperative basis with other municipal corporations and districts pursuant to municipal cooperation agreements.

Each of the Albany Pool Communities entered a Municipal Cooperation Agreement dated January 1, 2007 to prepare a Combined Sewer Overflow Long Term Control Plan (“LTCP”) for submission to, and approval by, the New York State Department of Environmental Conservation (“NYSDEC”).

The Albany Pool Communities, the Albany County Sewer District (“District”), the Rensselaer County Sewer District, and NYSDEC entered an administrative Order on Consent dated January 15, 2014 (“Consent Order”), and NYSDEC approved the Albany Pool Communities’ LTCP simultaneously with its execution of the Consent Order. A copy of the Consent Order is attached as Appendix A.

The Albany Pool Communities have entered a separate Inter-Municipal Agreement dated February 25, 2015, providing for their cooperation in implementing the LTCP.

The Albany Pool Communities and the District wish to enter this Agreement pursuant to the Consent Order, in order to allow the communities and the District to implement the LTCP and to establish the Parties’ respective responsibilities with regard to the implementation of the LTCP.

NOW, THEREFORE, in consideration of the above and the promises and the mutual covenants and conditions contained in this Agreement, the parties agree as follows.

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

SECTION 1.1. DEFINITIONS. As used in this Agreement, the following terms shall have the meanings set forth below.

(A) “Albany” means the City of Albany, which is represented in this Agreement, and as to all matters to be performed pursuant to this Agreement, by the Albany Water Board.

(B) “Albany Pool Communities” means Albany, Cohoes, Green Island, Troy, Rensselaer, and Watervliet.

(C) “APC IMA” means the Inter-Municipal Agreement entered into among the Albany Pool Communities, dated February 25, 2015, pertaining to the implementation of the LTCP.

(D) “Cohoes” means the City of Cohoes, New York.

(E) “CSO” means combined sewer overflow.

(F) “District” means the Albany County Sewer District.

(G) “Green Island” means the Village of Green Island, New York.

(H) “Governmental Body” means any governmental department, commission, board, regulatory authority, bureau, legislative body, agency, or instrumentality of any federal, state, local or municipal government or domestic court.

(I) “IMA Board” means the Board of Directors of the Albany Pool Communities established under the APC IMA.

(J) “Local Development Corporation,” or “LDC” means the Local Development Corporation that the Albany Pool Communities agree to incorporate and organize under the APC IMA.

(K) “Long Term Control Plan” or “LTCP” means the Albany Pool CSO Long Term Control Plan dated June 30, 2011 together with the Albany Pool CSO Long Term Control Plan Supplemental Documentation, dated October 2013, as both were approved by the NYSDEC on January 15, 2014 by letter from Koon Tang of the NYSDEC to the Albany Pool Communities, as well as any amendments or revisions to those documents that may be made from time to time and approved in writing by the NYSDEC.

(L) “NYSDEC” means the New York State Department of Environmental Conservation.

(M) “Consent Order” means the administrative Order on Consent between the Albany Pool Communities, the Albany and Rensselaer County Sewer Districts, and NYSDEC, dated January 15, 2014, including all appendices thereto, and any revisions, amendments, or other modifications thereto, as may be approved in writing by the Parties and NYSDEC from time to time. A copy of the Consent Order is attached as Appendix A.

(N) “Party” means a party to this Agreement; unless otherwise specified, the Albany Pool Communities shall act in unison as a single Party under this Agreement, and the District shall act as a single Party.

- (O) “Planning Commission” or “CDRPC” means the Capital District Regional Planning Commission, having an office at One Park Place, Suite 102, Albany, New York 12205.
- (P) “Rensselaer” means the City of Rensselaer, New York.
- (Q) “State” means the State of New York.
- (R) “Troy” means the City of Troy, New York.
- (S) “Watervliet” means the City of Watervliet, New York.

SECTION 1.2. INTERPRETATION. In this Agreement, unless the context otherwise requires:

- (A) The terms “hereby,” “hereof,” “herein,” “hereunder,” and any similar terms refer to this Agreement, and the term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. References herein to any “Article” shall be an Article of this Agreement unless otherwise specified.
- (B) Words importing the singular number mean and include the plural number and vice versa.
- (C) Words referring to persons include firms, companies, associations, general partnerships, limited partnerships, trusts, business trusts, corporations and other legal entities, including public bodies, as well as individuals.
- (D) The table of contents and any headings preceding the text of the Articles of this Agreement shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

**ARTICLE 2
REPRESENTATIONS AND WARRANTIES**

SECTION 2.1. ALBANY REPRESENTATIONS AND WARRANTIES. Albany hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

- (A) Albany is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement. Albany is represented as to all matters in this Agreement by the Albany Water Board, which is a water board validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations and the obligations of Albany under this Agreement.
- (B) Albany has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the Albany Water Board and constitutes the legal, valid, and binding obligation of Albany, enforceable against Albany in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency,

moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Albany of this Agreement nor the performance by Albany of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Albany, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Albany is a party or by which Albany or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Albany of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Albany or any other Governmental Body in order for this Agreement to be carried out.

(E) Albany has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Albany of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Albany's best knowledge, threatened against Albany wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Albany in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Albany of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.2. COHOES REPRESENTATIONS AND WARRANTIES. Cohoes hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Cohoes is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Cohoes has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Cohoes and constitutes the legal, valid and binding obligation of Cohoes, enforceable against Cohoes in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Cohoes of this Agreement nor the performance by Cohoes of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Cohoes, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Cohoes is a party or by which Cohoes or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or

filing with any Governmental Body is required for the valid execution and delivery by Cohoes of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Cohoes or any other Governmental Body in order for this Agreement to be carried out.

(E) Cohoes has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Cohoes of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Cohoes' best knowledge, threatened against Cohoes wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Cohoes in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Cohoes of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.3. GREEN ISLAND REPRESENTATIONS AND WARRANTIES. Green Island hereby represents and warrants to each of the other Albany Pool Communities that:

(A) Green Island is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Green Island has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Green Island and constitutes the legal, valid and binding obligation of Green Island, enforceable against Green Island in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Green Island of this Agreement nor the performance by Green Island of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Green Island, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Green Island is a party or by which Green Island or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Green Island of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Green Island or any other Governmental Body in order for this Agreement to be carried out.

(E) Green Island has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Green Island of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any

court or Governmental Body, pending, or, to Green Island's best knowledge, threatened against Green Island wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Green Island in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Green Island of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.4. RENSSELAER REPRESENTATIONS AND WARRANTIES.

Rensselaer hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Rensselaer is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Rensselaer has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Rensselaer and constitutes the legal, valid and binding obligation of Rensselaer, enforceable against Rensselaer in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Rensselaer of this Agreement nor the performance by Rensselaer of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Rensselaer, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Rensselaer is a party or by which Rensselaer or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Rensselaer of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Rensselaer or any other Governmental Body in order for this Agreement to be carried out.

(E) Rensselaer has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Rensselaer of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Rensselaer's best knowledge, threatened against Rensselaer wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Rensselaer in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Rensselaer of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.5. TROY REPRESENTATIONS AND WARRANTIES. Troy hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Troy is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Troy has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Troy and constitutes the legal, valid and binding obligation of Troy, enforceable against Troy in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Troy of this Agreement nor the performance by Troy of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Troy, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Troy is a party or by which Troy or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Troy of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Troy or any other Governmental Body in order for this Agreement to be carried out.

(D) Troy has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Troy of this Agreement and the transactions contemplated hereby.

(E) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Troy's best knowledge, threatened against Troy wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Troy in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Troy of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.6. WATERVLIET REPRESENTATIONS AND WARRANTIES.

Watervliet hereby represents and warrants to each of the other Albany Pool Communities and the Planning Commission that:

(A) Watervliet is a municipal corporation validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) Watervliet has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by Watervliet and constitutes the legal, valid and binding obligation of Watervliet, enforceable against Watervliet in accordance with its

terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by Watervliet of this Agreement nor the performance by Watervliet of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to Watervliet, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which Watervliet is a party or by which Watervliet or any of its properties or assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by Watervliet of this Agreement, except such as have been duly obtained or made. No ordinance must be enacted by Watervliet or any other Governmental Body in order for this Agreement to be carried out.

(E) Watervliet has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by Watervliet of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to Watervliet's best knowledge, threatened against Watervliet wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by Watervliet in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by Watervliet of its obligations hereunder or under any such other agreement or instrument.

SECTION 2.7. DISTRICT REPRESENTATIONS AND WARRANTIES.

The District hereby represents and warrants to each of the Albany Pool Communities and the Planning Commission that:

(A) The District is a sewer district validly existing under the Constitution and laws of the State, with full legal right, power and authority to enter into and perform its obligations under this Agreement.

(B) The District has duly authorized the execution and delivery of this Agreement, and this Agreement has been duly executed and delivered by the District and constitutes the legal, valid and binding obligation of the District, enforceable against the District in accordance with its terms except insofar as such enforcement may be affected by bankruptcy, insolvency, moratorium and other laws affecting creditors' rights generally.

(C) Neither the execution nor the delivery by the District of this Agreement nor the performance by the District of its obligations hereunder (1) conflicts with, violates or results in a breach of any law or governmental regulation applicable to the District, or (2) conflicts with, violates or results in a breach of any term or condition of any judgment, decree, agreement or instrument to which the District is a party or by which the District or any of its properties or

assets are bound, or constitutes a default under any such judgment, decree, agreement or instrument.

(D) No approval, authorization, order or consent of, or declaration, registration or filing with any Governmental Body is required for the valid execution and delivery by the District of this Agreement, except such as have been duly obtained or made. No approval must be obtained or granted by the District or any other Governmental Body, and no ordinance must be enacted by or on behalf of the District or any other Governmental Body, in order for this Agreement to be carried out. Attached as Appendix B is a list of the agreements, ordinances, and other enforceable legal instruments that allow the District to control discharges to the District's facilities (either directly or through jurisdictions contributing flows to the District's facilities), including CSOs, flows, and loads.

(E) The District has no knowledge of any applicable law in effect on the date as of which this representation is being made which would prohibit the performance by the District of this Agreement and the transactions contemplated hereby.

(F) There is no action, suit or other proceeding, at law or in equity, before or by any court or Governmental Body, pending, or, to the District's best knowledge, threatened against the District wherein an unfavorable decision, ruling or finding would materially and adversely affect the validity or enforceability of this Agreement or any other agreement or instrument to be entered into by the District in connection with the transaction contemplated hereby, or which would materially and adversely affect the performance by the District of its obligations hereunder or under any such other agreement or instrument.

ARTICLE 3 ORGANIZATION

SECTION 3.1. THE ALBANY POOL COMMUNITIES. With respect to all obligations, actions, and communications under this Agreement, the Albany Pool Communities intend to act as a single coordinated Party. The Albany Pool Communities hereby appoint the Planning Commission as their representative for all communications and actions to be made under this Agreement, and as a single point of contact for the District in its communications and notices to the communities under this Agreement. Nothing in this Agreement shall be construed to alter the obligations or organization of the Albany Pool Communities under the APC IMA, and any action to be taken by the Albany Pool Communities under this Agreement shall be subject to the prior approval, if any, required under the APC IMA. Unless otherwise specified in this Agreement, the Albany Pool Communities shall be referred to as a single party.

SECTION 3.2. LOCAL DEVELOPMENT CORPORATION. The Albany Pool Communities have separately agreed, under the APC IMA, to form, organize, and govern a Local Development Corporation pursuant to N.Y. Not-for-Profit Corporation Law § 1411. The Local Development Corporation will be formed, organized, and operated to qualify as a tax-exempt organization under section 501(c)(3) of the Internal Revenue Code. Subject to the approval of the members and the Board of Directors of the Corporation, the District agrees to appoint its Chief Executive Officer to serve on the Local Development Corporation's Board of Directors as an Advisory Director. If the District's Chief Executive Officer is appointed as an Advisory Director to the

Corporation's Board of Directors, he or she may designate another person to act on his or her behalf on the Board of the Corporation, for any time period that the CEO shall specify.

SECTION 3.3. WITHDRAWAL. A Party may withdraw from this Agreement only on the following terms. For purposes of this section, the term "Party" includes the District or any of the individual Albany Pool Communities.

(A) A Party that wishes to withdraw from this Agreement shall give written notice to the other Parties of its intent to withdraw from the Agreement at least 120 days prior to its proposed withdrawal date.

(B) The withdrawing Party shall remain responsible to pay for the costs of any LTCP project required to be implemented under this Agreement, if the withdrawing party would be responsible for any such costs under this Agreement.

(C) The withdrawing Party shall cooperate with the remaining Parties to minimize potential disruption caused by the Party's withdrawal to the implementation of the LTCP and of the Parties' obligations under the Consent Order. The withdrawing Party's cooperation includes executing assignments of agreements and continuing to provide access to property owned or controlled by the Party, pursuant to Section 4.3 below.

(D) The remaining Parties shall direct CDRPC or the Local Development Corporation to notify the NYSDEC of the withdrawing Party's withdrawal from this Agreement.

(E) A Party's withdrawal from this Agreement has no bearing on the continued requirements and obligations of each Party under the Consent Order. Subject to determination by NYSDEC, a Party's withdrawal from this Agreement may constitute a violation of the Consent Order, trigger civil penalties under the Consent Order, and affect the liabilities of other Parties under the Consent Order.

ARTICLE 4 PURPOSE, SCOPE, AND ACCESS

SECTION 4.1. PURPOSE. The purpose of this Agreement is to allow the Albany Pool Communities and the District to implement the Long Term Control Plan, in compliance with the requirements applicable to the LTCP and to the Parties' stormwater and wastewater management facilities, to carry out the requirements of the Consent Order, and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP and with regard to the control of CSO discharges from the combined sewer system addressed by the Consent Order.

SECTION 4.2. COOPERATION. The Parties shall cooperate with respect to all matters necessary and appropriate to implement the LTCP and to carry out the requirements of the Consent Order.

SECTION 4.3. ACCESS. To the extent necessary and appropriate to implement the LTCP, each of the Albany Pool Communities and the District hereby grants rights of access, use, and

occupancy of property owned or controlled by such Party, to each of the other Parties, the Capital District Regional Planning Commission, the Local Development Corporation, and any person or entity assisting or acting on behalf of the above entities in implementing the LTCP, including consultants, contractors, attorneys, agents, officers, and employees of the above entities. This grant of access shall continue for as long as necessary to implement the LTCP, and shall survive the expiration or earlier termination of this Agreement.

SECTION 4.4. TERM. The term of this Agreement shall commence as of April 14, 2015 and continue for as long as may be permitted pursuant to applicable law, including N.Y. General Municipal Law § 119-o and New York Local Finance Law § 11. Unless the issuance of debt is required or permitted to implement this Agreement and such debt qualifies for a longer period of probable usefulness under Local Finance Law § 11(a)(4), the initial term of this Agreement shall continue through April 14, 2020. This Agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties. The term of this Agreement does not affect the term of the Consent Order.

ARTICLE 5 LTCP IMPLEMENTATION

SECTION 5.1. RESPONSIBILITY FOR LTCP PROJECT IMPLEMENTATION. The District shall be responsible for the implementation of each LTCP Project for which the District is designated as a Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Albany Pool Communities shall be responsible for the implementation of each LTCP Project for which the communities are designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B. The Parties shall also be responsible for the implementation of portions of each LTCP Project as designated in the Responsibility Matrix appended to this Agreement as Appendix C, which is an enforceable part of this Agreement.

SECTION 5.2. CHANGES IN RESPONSIBILITY. Any change in the designations of the Albany Pool Communities' responsibility for portions of each LTCP Project set forth in Appendix C shall be governed by the terms of the APC IMA. Any change in the District's responsibilities as designated in Appendix C must be approved by written agreement duly authorized and executed by the District and all of the Albany Pool Communities. If the Responsibility Matrix is revised, the revised Matrix shall be appended to this Agreement as Appendix C, replacing the prior version of the appendix. Any changes to the Parties' responsibilities must be in compliance with the Consent Order, and in particular Section III(A)(1) of the Consent Order, before the change may be adopted as a term of this Agreement.

SECTION 5.3. COMPLIANCE WITH THE CONSENT ORDER. Each Party acknowledges that in addition to the requirements of this Agreement, it is separately responsible under the Consent Order for implementation of the components of LTCP projects assigned to that Party by the LTCP and the Compliance Schedule appended to the Consent Order, which are enforceable parts of the Consent Order. Any penalties that NYSDEC imposes upon a Party for a violation of the Consent Order will be paid by the Party or Parties on which the penalties were levied;

penalties imposed on more than one Party shall be paid to NYSDEC *pro rata* by the penalized Parties. Nothing in this Agreement releases the Parties from liability under the Consent Order. In the event of a dispute between any Party or Parties and NYSDEC with respect to any matter addressed by the Consent Order, the terms of the Consent Order shall govern that dispute.

SECTION 5.4. FUTURE AGREEMENTS.

(A) The Parties may agree from time to time to cooperate in the implementation of all or any portion of a project specified in the LTCP. Any future cooperation agreement between the District and the Albany Pool Communities may be executed by the District, and by the Planning Commission on behalf of the Albany Pool Communities, as a Rider to this Agreement. Nothing in this Agreement shall waive or alter any requirement under the APC IMA for an approval by the IMA Board or other condition precedent with respect to any future agreement between the District and the Albany Pool Communities under this Agreement.

(B) The approval of both Parties is required for any issuance of debt by one or both of the Parties for the purpose of financing the implementation of an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

(C) The approval of both Parties is required for any single expenditure, or any set of inter-related expenditures, totaling \$20,000 or more in funds to be paid by the Parties to any third party in connection with an LTCP project, or portion thereof, that is the subject of the Parties' cooperation under this Section.

SECTION 5.5. AMENDMENTS TO THE LTCP. The approval of both Parties is required for any amendments or revisions to the LTCP that affect the Parties' obligations under this Agreement or any Rider to this Agreement. Notwithstanding this section, nothing in this Agreement shall be construed to require the District's approval of any change to the LTCP that does not relate to LTCP projects for which the District is responsible.

SECTION 5.6. AGREEMENT TO PAY. The District agrees to pay for the implementation of each LTCP Project for which it is or may in the future be designated as the Responsible Party in the Compliance Schedule appended to the Consent Order as Appendix B, and for the implementation of portions of each LTCP Project as assigned to the District in the Responsibility Matrix appended to this Agreement as Appendix C. If the District becomes responsible—through agreement with the Albany Pool Communities or amendment of the Consent Order—to pay for all or any portion of an LTCP Project for which the Albany Pool Communities are currently designated as the Responsible Party in the Compliance Schedule appended to the Consent Order, the District shall pay its percentage share of the LTCP Project Costs for that project, as that share shall be agreed by the Parties.

ARTICLE 6 MISCELLANEOUS

SECTION 6.1. AMENDMENTS. Except for the execution of Riders to this Agreement under Section 5.4 above, this Agreement may not be changed, modified, amended or waived except by

written agreement duly authorized and executed by the District and all of the Albany Pool Communities.

SECTION 6.2. ASSIGNMENT. Neither this Agreement nor any rights or obligations hereunder may be assigned by any party without the prior written consent of the District and all of the Albany Pool Communities.

SECTION 6.3. NOTICES. Unless a party instructs otherwise in writing, all notices, consents, invoices and other communications required, permitted or otherwise delivered under this Agreement shall be in writing and shall be sufficiently given if sent by facsimile or email, delivered in person, sent by regular first class mail, postage prepaid or by a nationally recognized overnight delivery service, addressed as follows:

If to the District:

Albany County Sewer District
P.O. Box 4187
Albany, NY 12204

If to the Planning Commission or the APCs collectively:

Executive Director
Capital District Regional Planning Commission
One Park Place, Suite 102
Albany, New York 12205

If to Albany:

Chair, Albany Water Board
10 North Enterprise Dr.
Albany, NY 12204

If to Cohoes:

Mayor, City of Cohoes
Cohoes City Hall, 97 Mohawk Street
Cohoes, New York 12047

If to Green Island:

Mayor, Village of Green Island
20 Clinton Street
Green Island, New York 12183

If to Rensselaer:

Mayor, City of Rensselaer

Rensselaer City Hall
505 Broadway
Rensselaer, New York 12144

If to Troy:

Mayor, City of Troy
433 River Street
5th Floor
Troy, NY 12180

and

Superintendent of Public Utilities
25 Water Plant Road
Troy, NY 12182

If to Watervliet:

Mayor, City of Watervliet
2 Fifteenth Street
Watervliet, New York 12189

SECTION 6.4. ENTIRE AGREEMENT. This Agreement constitutes the entire and complete agreement between the Parties with respect to the subject matter hereof, and all previous discussions, understandings, arrangements and correspondence with respect to the subject matter hereof are superseded by the execution of this Agreement. Notwithstanding the previous sentence, this agreement does not supersede or alter the Consent Order, the Municipal Cooperation Agreements for Phase I, Part A, dated September 1, 2005, and for Phase I, Part B, dated February 8, 2007 and amended June 28, 2013, the APC IMA, or any duly executed written amendments or other agreements thereunder.

SECTION 6.5. SEVERABILITY. In the event that any of the provisions, portions, or applications of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the parties shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement and the validity and enforceability of the remaining provisions, portions or applications thereof shall not be affected thereby.

SECTION 6.6. GOVERNING LAW. The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of New York.

SECTION 6.7. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement and any counterpart thereof may be delivered via facsimile or e-mail, it being the express intent of the parties that such Agreement and any counterpart

thereof delivered via facsimile or e-mail (together with the signatures thereon) shall have the same force and effect as if they were originals.

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

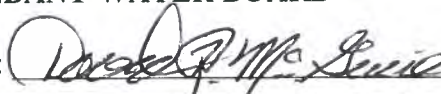
CITY OF ALBANY

By: 

Printed Name: Kathy M. Shreehan

Title: Mayor

ALBANY WATER BOARD

By: 

Printed Name: David R. McGuire

Title: _____

CITY OF COHOES

By: _____

Printed Name: _____

Title: _____

VILLAGE OF GREEN ISLAND

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By:  _____

Printed Name: George E Primeru Sr

Title: Mayor

VILLAGE OF GREEN ISLAND

By: _____

Printed Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By: _____

Printed Name: _____

Title: _____

VILLAGE OF GREEN ISLAND

By: Ellen M. McNulty - Ryan

Printed Name: Ellen M. McNulty - Ryan

Title: Mayor

IN WITNESS WHEREOF, the Parties hereto have duly caused this Agreement to be executed and delivered by their duly authorized representative on the date and year first above written.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By: _____

Printed Name: _____

Title: _____

VILLAGE OF GREEN ISLAND

By: _____

Printed Name: _____

Title: _____

CITY OF TROY

By: Louis A. Rosamilia

Printed Name: Louis A. Rosamilia

Title: Mayor

CITY OF TROY

By: _____

Printed Name: _____

Title: _____

CITY OF RENSSELAER

By: _____ *Daniel J. Dwyer*

Printed Name: Hon. Daniel Dwyer

Title: Mayor

CITY OF WATERVLIET

By: _____

Printed Name: _____

Title: _____

ALBANY COUNTY SEWER DISTRICT

By: _____

Printed Name: _____

Title: _____

CITY OF TROY

By: _____

Printed Name: _____

Title: _____

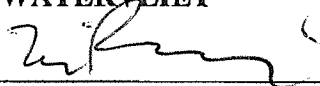
CITY OF RENSSELAER

By: _____

Printed Name: _____

Title: _____

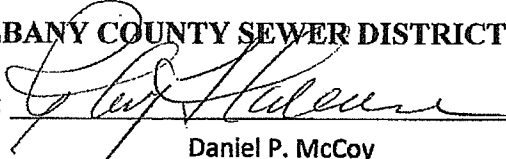
CITY OF WATERYLIET

By: 

Printed Name: Michael P Manning

Title: Mayor

ALBANY COUNTY SEWER DISTRICT

By: 

Printed Name: Daniel P. McCoy
Philip F. Calderone, Esq.

Title: Albany County Executive
Deputy County Executive

2/17/15

Appendix A

[Copy of Consent Order with NYSDEC]

**STATE OF NEW YORK
DEPARTMENT OF ENVIRONMENTAL CONSERVATION**

-----X
In the Matter of the Violations of Articles 17 of the Environmental
Conservation Law and Part 750 *et seq.*, of Title 6 of the Official
Compilation of Codes, Rules and Regulations of the State of
New York (6 NYCRR);

**ORDER ON
CONSENT**
(Albany Pool
CSO LTCP)

-by-

City of Albany; SPDES Permit No. NY-002 5747
Albany Water Board
35 Erie Boulevard, Albany, NY 12204

City of Cohoes; SPDES Permit No. NY-003 1046
City Hall, 97 Mohawk Street, Cohoes, NY 12047

DEC Case #
CO 4-20120911-01

City of Rensselaer; SPDES Permit No. NY-002 6026
62 Washington Street, Rensselaer, NY 12144

DM# 447767

City of Troy; SPDES Permit No. NY-009 9309
Department of Public Utilities
25 Water Plant Road, Troy, NY 12180

City of Watervliet; SPDES Permit No. NY-003 0899
2 Fifteenth Street, Watervliet, NY 12189

Village of Green Island; SPDES Permit No. NY-003 3031
20 Clinton Street, Green Island, NY 12183

Albany County Sewer Districts (North and South)
SPDES Permit Nos. NY-002 6875 (Menands) and
NY-002 6867 (Albany)
P.O. Box 4187, Albany, NY 12204

Rensselaer County Sewer District; SPDES Permit No. NY-008 7971
Water Street, Troy, NY 12180,

Respondents.
-----X

WHEREAS:

Jurisdiction

1. The Department of Environmental Conservation (the “Department” or “DEC”) is a Department of the State of New York with jurisdiction to enforce the environmental laws of the State, pursuant to the Environmental Conservation Law (“ECL”), Title 6 of the Official Compilation of the Codes, Rules and Regulations of the State of New York (“NYCRR”), and Orders issued thereunder.

2. The Department has jurisdiction over the abatement and prevention of pollution to the waters of the State pursuant to Article 17 of the ECL and 6 NYCRR Part 750, *et seq.* This jurisdiction also authorizes DEC, as a State agency with an approved program per §§ 318, 402 and 405 of the federal Clean Water Act (“CWA”), 33 U.S.C. §1251, *et seq.*, to regulate the discharge of pollutants from point sources into the waters of the State in conformity with the CWA.

Law, Regulation and Guidance Applicable to CSO Long Term Control Plans

3. Pursuant to its authority to protect the waters of the State, the Department administers the State Pollutant Discharge Elimination System (“SPDES”) permit program, ECL §17-0801, *et seq.* In general, the SPDES program prohibits any discharge of pollutants to the waters of the State without a permit establishing pollutant limitations and treatment requirements. Thus, SPDES permits set certain effluent limitation parameters (“parameters”), determined according to ECL §17-0809 and 6 NYCRR §750-1.11, in order to avoid contravention of mandated water pollution control requirements and water quality standards (“WQS”). Those conditions address not only the allowable range of parameters for discharge of pollutants to the waters of the State, but also the manner in which the permittee is to operate, maintain, monitor, and report on its regulated facilities and activities.

4. Combined sewer overflows (“CSOs”) are wet weather discharges from a Combined Sewer System (“CSS”) of untreated domestic sewage, and industrial wastewaters, combined with stormwater and/or snow melt, at a point prior to reaching the Waste Water Treatment Plant (“WWTP”). CSOs are point sources subject to SPDES permit requirements including both technology-based and water quality-based requirements of the CWA, ECL Article 17, and 6 NYCRR Parts 703 and 750. CSO discharges may cause or contribute to violations of State WQS.

5. On April 19, 1994, EPA officially noticed the *Combined Sewer Overflow (CSO) Control Policy*, 59 Fed. Reg. 18688 (“*CSO Control Policy*”), to establish a consistent national approach for controlling discharges from all CSOs to the waters of the United States. The *CSO Control Policy* provides guidance to national and state permittees and permitting authorities on the implementation of the CWA with regard to CSOs, including its “nine minimum controls” and the development and implementation of Long Term Control Plans (“LTCPs”), which include measures to comply with the CWA including attainment of WQS.

6. To help permittees and SPDES permitting and water quality authorities implement the provisions of the *CSO Control Policy*, EPA issued several guidance documents including, without limitation, *Combined Sewer Overflows—Guidance for Long-Term Control Plan* (EPA, 1995a); *Combined Sewer Overflows—Guidance for Screening and Ranking* (EPA, 1995c), *Combined Sewer Overflows—Guidance for Monitoring and Modeling* (EPA, 1995d), *Combined Sewer Overflows—Guidance for Financial Capability Assessment* (EPA, 1995e), *Combined Sewer Overflows—Guidance for Permit Writers* (EPA 1995g), *Combined Sewer Overflows—Guidance for monitoring and Modeling* (USEPA 832-B-99-002 (January 1999)) and the more recent *CSO Post Construction Compliance Monitoring Guidance* (USEPA 833-K-11-001 (May 2012)).

7. On December 15, 2000, amendments to §402 the CWA (known as the Wet Weather Water Quality Act of 2000) were enacted. These amendments require that all permits or orders for CSO discharges, issued pursuant to the CWA after December 15, 2000, conform to the *CSO Control Policy*. Pursuant to 33 U.S.C. §1342(q)(1) [CWA §402(q)(1)], “[e]ach permit, order, or decree issued pursuant to this chapter after December 21, 2000, for a discharge from a municipal combined storm and sanitary sewer shall conform to the *Combined Sewer Overflow Control Policy* signed by the Administrator on April 11, 1994 (in this subsection referred to as the ‘*CSO control policy*’).”

8. ECL § 17-0815(7) authorizes the Department to include in SPDES permits any provisions necessary to meet the requirements of the federal CWA. This includes the CSO requirements contained at § 402(q)(1) of the federal CWA. Section 402(q)(1) of the CWA and ECL § 17-0807(4) provide that SPDES permits or orders for CSOs require an LTCP to address CSOs.

The Albany Pool SPDES Permits and Draft LTCP

9. Six municipalities in the greater Albany area of New York State refer to themselves as the Albany Pool Communities and consist of the Cities of Albany, Cohoes, Rensselaer, Troy and Watervliet, and the Village of Green Island. The Albany Pool Communities are referred collectively herein as the “Albany Pool” or “Communities” or “Albany Pool Respondents.”

10. The Communities, taken together, own, operate, and are responsible for over 90 CSO outfalls to the Hudson River and for collection and conveyance sewage infrastructure associated with CSO outfalls.

11. Each of the six Albany Pool Respondents has a SPDES permit with CSO outfalls and other CSS appurtenances specified in it. Each of these SPDES permits was issued by DEC, has been administratively renewed and modified by DEC, and is identified by its permit number in the caption of this Order on Consent and in Paragraph 12, below. Each SPDES permit authorizes the discharge of CSOs through the listed CSO outfalls to the Hudson River and its tributaries, but only from a “properly operating CSS.” Further, each SPDES permit includes conditions requiring the planning and implementation of strategies designed to control CSOs, including the development and implementation of an LTCP.

12. The number of CSOs listed in the SPDES permits of the Albany Pool Communities are as follows: eleven (11) CSOs in the City of Albany SPDES Permit No. NY-002 5747; seventeen (17) CSOs in the City of Cohoes SPDES Permit No. NY-003 1046; eight (8) CSOs in the City of Rensselaer SPDES Permit No. NY-002 6026; forty-eight (48) CSOs in the City of Troy SPDES Permit No. NY-009 9309; five (5) CSOs in the City of Watervliet SPDES Permit No. NY-002 0899; and three (3) CSOs in the Village of Green Island SPDES Permit No. NY-003 3031. The number of CSO outfalls, as currently listed in the respective SPDES permits, may be updated through the revision of the LTCP and permit modification process.

13. The LTCP provision in the SPDES permit of each of the Communities requires, without limitation, the development of an LTCP according to the above-referenced *CSO Control Policy* and relevant guidance, as follows:

“The development of a Long Term Control Plan (LTCP) for the abatement of combined sewer overflow (CSO) discharges shall be in accordance with the Phase I Long Term CSO Control Plan requirements specified in the United States Environmental Protection Agency’s (USEPA) CSO Policy (Federal Register Vol. 59, No.75, 4/19/1994). This abatement plan shall contain the LTCP elements specified in Section II. C of the National CSO Policy, and further detailed in the USEPA Guidance Document, Combined Sewer Overflows, Guidance for Long-Term Control Plan, dated September 1995 (EPA 832-B-95-002) and as further summarized below.”

14. The Albany Pool Respondents submitted a draft LTCP to the Department on June 30, 2011.

15. The Albany Pool Respondents met with the Department on numerous occasions during the development of the draft LTCP required by their SPDES permits; conducted detailed presentations to the Department of plans, modeling results and related information; and received written approvals by the Department of certain project elements required by the SPDES permits.

16. The Department disapproved the draft LTCP by letter dated December 5, 2012 based primarily on the absence of various elements required by the *CSO Control Policy* and its implementing guidance documents. The letter is attached hereto as **Appendix A** and is incorporated into and made a part hereof.

Albany Pool Violations

17. The Department determined the Albany Pool Respondents are each, respectively, in violation of § 402(q)(1) of the CWA, ECL § 17-0807(4), and the LTCP provision in their respective SPDES permits based on the failure to submit an LTCP that conformed to the *CSO Control Policy* and was “approvable” by the Department under 6 NYCRR § 750-1.2(a)(8). In so doing, the Albany Pool Respondents did not and have yet to meet the deadline in their SPDES

permits, as amended, for the submission of a draft LTCP that conforms to the *CSO Control Policy* and is “approvable.” As is more fully set forth in the Department’s December disapproval letter in Appendix A, the Department determined the draft LTCP was missing material elements of an LTCP, including the evaluation of a slate of CSO control alternatives, as distinct from non-CSO controls, along with the data and rationale supporting the recommendation of one CSO control alternative over the other alternatives.

18. The violation of a SPDES permit condition issued under ECL Article 17 constitutes a violation of ECL §§17-0701, 17-0803, 17-0807, 17-0815 and 6 NYCRR §750-1.4.

19. The Department determined the CSO discharges from the Albany Pool Respondents’ CSOs have caused or contributed to the violation of WQS for floatable solids in the Hudson River in violation of ECL § 17-0501. ECL § 17-0501 makes it unlawful for any person to discharge pollutants to the waters of the State that cause or contribute to a violation of WQS. The Department determined the Albany Pool Respondents are in violation of ECL § 17-0501 for having caused or contributed to WQS violations.

20. Pursuant to ECL § 71-1929, a person who violates any of the provisions of, or who fails to perform any duty imposed by, ECL Article 17 or the rules or regulations of the Department promulgated pursuant thereto, or the terms of any permit or order issued there under, shall, *inter alia*, be liable for a penalty not to exceed thirty-seven thousand, five-hundred dollars (\$37,500) per day for each violation, and may also be enjoined from conducting such activity.

Albany Pool’s Consent to Administrative Order

21. In order to address the violations noted above, the Albany Pool Respondents agree to enter into this Order on Consent, including the compliance schedule in **Appendix B** hereto, which together contain milestones and schedules governing their revision and implementation of the Albany Pool LTCP for CSO discharges.

22. Compliance with this Order on Consent requires the Albany Pool Respondents to, without limitation: (a) pay a civil penalty; (b) submit, prior to the effective date of this Order, a revised LTCP that is consistent with the *CSO Control Policy*, is fully responsive to DEC’s December 5, 2012 comments as set forth in Appendix A hereto, and warrants final approval under the CWA; and (c) implement, construct, operate, maintain and monitor the facilities and projects that are called for in the LTCP, once approved, and this Order on Consent, including the attached Compliance Schedule (Appendix B hereto), in compliance with the terms thereof and the respective SPDES permits of the Respondents.

23. In settlement of the above-stated violations, each of the Albany Pool Respondents, having been duly advised, waives the right to a hearing concerning the violations set forth herein and the entry of this Order on Consent and, instead, consents to the making and execution of this Order on Consent and, upon full execution, agrees to be bound by the terms, provisions and conditions contained herein.

**The Waste Water Treatment Plant (“WWTP”) Respondents,
Their SPDES Permits, and the Draft LTCP**

24. Respondent, Rensselaer County Sewer District (“RCSD”), is a “person” as defined in ECL § 17-0105.1 and in 6 NYCRR Subpart 750-1.2(64), and has offices located at the foot of Water Street, Troy, NY 12180.

25. Respondent RCSD owns and/or has responsibility for the Rensselaer County Sewer District No. 1 Waste Water Treatment Plant (“WWTP”), a POTW located on Water Street in Troy.

26. Respondent RCSD accepts combined sanitary wastewater and stormwater from two of the Albany Pool communities: The Cities of Rensselaer and Troy.

27. Respondent RCSD is responsible for the operation and maintenance of the WWTP, including its appurtenant disposal facilities located in the Cities of Rensselaer and Troy such as, without limitation, its interceptor line, pump stations, regulators, diversion dams and tide gates.

28. Respondent RCSD’s SPDES permit is identified in the Department’s records as SPDES Permit No. NY-0087971; DEC No. 4-3832-00011/00001.

29. Respondent RCSD is authorized to discharge treated sewage from the WWTP to the Hudson River from a single outfall by and in accordance with the terms of its SPDES permit.

30. The Director of RCSD is the responsible official designated by the SPDES permit for submitting required reports to the Department.

31. Respondent, Albany County Sewer District (“ACSD”), is a “person” as defined in ECL § 17-0105.1 and in 6 NYCRR Subpart 750-1.2(64), and has offices located at 1 Canal Road South, Menands, NY 12204 and at Church Street, Port of Albany, Albany, NY 12202.

32. Respondent ACSD owns and/or has responsibility for two Waste Water Treatment Plants (“WWTPs”), designated as the North Plant and South Plant, and located at the Menands and Albany addresses, respectively, set forth in Paragraph 31.

33. Respondent ACSD accepts combined sanitary wastewater and stormwater from four of the Albany Pool communities: The Cities of Albany, Cohoes, and Watervliet, and the Village of Green Island.

34. Respondent ACSD is responsible for the operation and maintenance of the North and South WWTPs, including the disposal facilities appurtenant to the North WWTP and located in the Cities of Albany, Cohoes, and Watervliet, and in the Village of Green Island, and further including the disposal facilities appurtenant to the South WWTP and located in the City of Albany.

35. Respondent ACSD's SPDES permits are identified in the Department's records as SPDES Permit No. NY-0026875, DEC No. 4-0126-00138/00001 for the North WWTP; and SPDES Permit No. NY-0026867, DEC No. 4-0101-0020-00001 for the South WWTP.

36. Respondent ACSD is authorized to discharge treated sewage from the North and South WWTPs to the Hudson River from a single outfall at each WWTP by and in accordance with the terms of the above-referenced two SPDES permits.

37. The Director of ACSD is the responsible official designated by the SPDES permit for submitting required reports to the Department.

38. ACSD and RCSD are not part of the Albany Pool and do not own or operate the CSOs. Instead, the ACSD and RCSD Respondents are responsible to properly intercept and divert most of the sewage, including combined sewage, generated within the Albany Pool Communities to the three WWTPs for treatment in accordance with applicable law and their respective SPDES permits of the ACSD and RCSD Respondents. The two county sewer districts, ACSD and RCSD, are referred to collectively herein as the "WWTP Respondents."

39. The SPDES permits of each of the respective WWTP Respondents, as captioned above in this Order on Consent, require them to "*participate in the development of the [Albany Pool] LTCP as delineated in this permit.*" The WWTP Respondents are, at a minimum, required to provide information requested by the Albany Pool and "*participate in the evaluation of all alternatives assessed by the Albany Pool, whether related to the District owned systems or not.*"

40. The Albany Pool Respondents and the WWTP Respondents worked together to produce the June 30, 2011 LTCP.

41. This Consent Order includes the WWTP Respondents with respect to the revision of the LTCP, as specified herein, and the construction of any projects expressly required of them under the LTCP, once approved, and such other functions as are expressly required of them there under.

WWTP Respondents' Consent to Administrative Order

42. The WWTP Respondents agree to enter into this Order on Consent, including the compliance schedule in Appendix B hereto, which together contain milestones and schedules governing the revision and implementation of the Albany Pool LTCP for CSO discharges.

43. Compliance with this Order on Consent and the SPDES Permits requires the WWTP Respondents to: (a) fully cooperate with the Albany Pool Respondents' work to submit, prior to the effective date of this Order, a revised LTCP that is consistent with the *CSO Control Policy*, is fully responsive to DEC's December 5, 2012 comments as set forth in Appendix A hereto, and warrants final approval under the CWA; and (b) implement or construct any projects and complete such other functions as are expressly required of them under the LTCP, once

approved, and this Order on Consent, including the attached Compliance Schedule (Appendix B) hereto.

44. The WWTP Respondents, having been duly advised, waive the right to a hearing concerning the entry of this Order on Consent and, instead, each consents to the making and execution of this Order on Consent and agrees upon its full execution to be bound by the terms, provisions and conditions contained herein.

THEREFORE, having considered this matter, and the Respondents having been duly advised, **IT IS HEREBY ORDERED:**

I. EFFECT ON PREVIOUS ORDERS

The requirements set forth in this Order on Consent are additional to, and do not affect any requirements set forth in, any Orders on Consent executed between the Department and any of the Respondents listed herein prior to the effective date of this Order on Consent.

II. CIVIL PENALTY

A. With respect to the violations set forth above, the Albany Pool Respondents are, collectively, hereby assessed a civil penalty in the amount of \$99,900 which shall be payable to the Department within thirty (30) days.

B. The Albany Pool Respondents shall pay the civil penalty amount, as identified in Subparagraph II.A in this Order on Consent, by one or more check(s) made payable to the “Department of Environmental Conservation,” which shall be forwarded to the Department of Environmental Conservation, Office of General Counsel, 625 Broadway, 14th Floor, Albany, NY 12233-5500, attention: Elissa Armater. The DEC case number appearing on the first page of this Order on Consent shall be endorsed on the face of the check(s).

III. COMPLIANCE SCHEDULE

A. Each of the Respondents shall comply with the requirements and reporting deadlines set forth in this Order on Consent and, according to the designation of responsible parties in the Compliance Schedule in Appendix B, once approved, the construction project milestones contained in such Appendix. The Compliance Schedule shall set forth the deadlines and milestones with which designated Respondents must comply in implementing the LTCP. The Compliance Schedule shall consist of, and the designated Respondents shall comply with, the final compliance schedule contained in an approved LTCP which compliance schedule shall include design, construction, post-construction monitoring, and operation deadlines and milestones and shall be appended hereto and incorporated herein as the Compliance Schedule in Appendix B to this Order on Consent. The Compliance Schedule may be developed with the expectation that the Department’s review of Completed Plans and Specifications would occur within sixty (60) days.

1. Respondents may revise the designations of responsible parties in the Compliance Schedule in Appendix B at their discretion and without modification of this Order on Consent on the condition that (1) the revised designation identifies one of Respondents; (2) every project listed in Appendix B shall have one or more designated responsible parties at all times during the term of this Order on Consent; (3) no revised designation shall become effective until notice of the same is provided to the Department under Article XIII (Communications) of this Order on Consent along with a certification by the Respondents to this Order on Consent that the revised designation has the consent of all Respondents to this Order on Consent and is in compliance with the applicable inter-municipal agreement(s) in effect between the parties concerning this LTCP; (4) such revised designation is accepted by the Department, which written acceptance shall not be unreasonably withheld, and a written denial, if any, will indicate the rationale therefore; (5) no such revised designation purports to change or has the effect of changing any deadline or milestone in the LTCP Compliance Schedule, once approved, or Appendix B hereto; and (6) within ten days of the Department's written acceptance of the revised designation of responsible parties, a revised LTCP Compliance Schedule and Appendix B to this Order on Consent shall be prepared to conform to the revised designation of responsible parties and submitted to the Department under Article XIII of this Order on Consent. A revised designation of responsible parties that does not satisfy the six elements herein set forth shall be a violation of this Order on Consent.

B. The Compliance Schedule in Appendix B is attached to and hereby incorporated into and made an enforceable part of this Order on Consent with respect to all Respondents. To comply with the appropriate deadline or milestone for a report or written submission, all documents must be submitted by the milestone dates set forth in Appendix B, in final form, and, unless otherwise agreed to in writing by the Department, which agreement shall not be unreasonably withheld, under the signature and seal of a professional engineer currently licensed to practice in New York State. Any violation of the terms, deadlines or milestones contained in Appendix B shall be a violation of the terms of this Order.

C. A schedule or deadline for submission of a report or submission under this Paragraph may be extended for good cause shown by written agreement of the Department and all Respondents. In order to request an extension of a deadline for a report or submission, Respondents shall submit a written request for extension to the Department in accordance with Paragraph XI herein at least 60 days prior to the date on which the report or submission is due. A request for an extension of a deadline for a written submission shall not alter any other milestones and deadlines in the Compliance Schedule in Appendix B unless specifically addressed in the request.

D. Compliance with the terms and requirements of this Order on Consent, including the schedules, timetables and requirements set forth in Appendix B and the LTCP, once approved, is required irrespective of the availability of financial assistance from Federal, State or other sources.

IV. WRITTEN SUBMITTALS TO THE DEPARTMENT OF PLANS, REPORTS AND COMPLIANCE CERTIFICATIONS

A. In order to be deemed in compliance with the deadlines and milestones in this Order on Consent, including those in Appendix B, all submittals of written work plans, reports and other deliverables required under this Order on Consent shall be:

1. (i) materially complete, (ii) submitted by the deadline set forth, and (iii) under the signature and seal of a professional engineer currently licensed to practice in New York State unless otherwise specifically agreed to in writing, which agreement shall not be unreasonably withheld;

2. in accordance with (i) the specified project descriptions and schedules set forth herein, (ii) the CWA and its relevant and applicable regulations, (iii) the *CSO Control Policy* as adopted at 33 U.S.C. §1342(q)(1), (iv) the ECL and its relevant and applicable regulations in 6 NYCRR Parts 750 and 703, and (v) the Respondents' respective SPDES permits; and

3. if the deadline or milestone referenced in Subparagraph A herein above pertains to the initial submission of a deliverable, then such submission shall be "approvable" by the Department with only "minimal revision" in response to Department comments. Consistent with 6 NYCRR § 750-1.2(8), minimal revision shall mean the submittal can be suitably revised and resubmitted to the Department within 60 days of notification by the Department that the revisions are necessary. Stipulated penalties pursuant to Paragraph XII in this Order on Consent and based on the failure to submit an approvable submittal, shall not begin to accrue unless, 60 days after the date of the Department's comments on a submittal, Respondents have not submitted a revised document that warrants final approval by the Department under the terms of this Order on Consent and pursuant to the requirements of the CWA and its applicable regulations, the *CSO Control Policy* as adopted at 33 U.S.C. §1342(q)(1) and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703. It is expressly understood that stipulated penalties begin to accrue upon day 61 after the date of the Department's comments on a submittal if Respondents did not submit a revised submittal that warrants final approval by the Department and on or before the close of the 60th day as herein described. For the purposes of this subparagraph, the submittal date must be verifiable by (i) electronic mail that has been properly addressed and transmitted on or before the close of the 60th day as herein described, or (ii) postmarked U.S. Certified Mail, return receipt requested, on or before the 60th day.

B. The date of a Respondent's submission to the Department must be verifiable by (i) electronic mail that has been properly addressed and transmitted on or before the close of the applicable deadline or milestone, or (ii) postmarked U.S. Certified Mail, return receipt requested, on or before the deadline.

C. After review of any plan, report, or other item that is required to be submitted pursuant to this Order on Consent, the Department may in writing: i) approve the submission or ii) provide comments to be resolved, explained and/or addressed in a single revised submittal that

shall warrant final approval by the Department under the terms of this Order on Consent and pursuant to the requirements of the CWA and its applicable regulations, the *CSO Control Policy* as adopted at 33 U.S.C. §1342(q)(1) and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

1. If the submission is approved, it will thereby be incorporated into and made an enforceable part of this Order on Consent with respect to all Respondents unless otherwise specifically limited in writing. Respondents shall take all actions required by the operative terms of the plan, report, or other document, in accordance with the schedules and requirements therein, as approved. Any violation of the operative terms of the approved submission shall be a violation of the terms of this Order on Consent by the responsible Respondent or Respondents.

2. If the submission is the subject of a comment letter from the Department, Respondents shall respond to all comments and correct all deficiencies in the submission in accordance with the Department's comments and resubmit the plan, report, or other item for final approval, in accordance with this Paragraph. If the resubmission is approved, the approved submission shall be incorporated and made an enforceable part of this Order, and Respondents shall proceed, as set forth in the preceding subparagraph IV.C.1 herein.

3. If a re-submitted plan, report, or other item, or portion thereof, is disapproved in whole or in part, (i) the Respondents shall be in violation of this Order on Consent, (ii) the Department may again demand that Respondents correct any deficiencies in accordance with this subparagraph, and (iii) the disapproved resubmission shall be subject to the accrual of and the Department's right to seek stipulated penalties as provided in Paragraph XIII herein.

D. Upon approval by the Department, Respondents shall implement and take all actions required by the studies, plans, engineering designs, facility construction and LTCP, as submitted pursuant to paragraphs IV.A-C above, in accordance with the schedules and terms of Appendix B and approved plans.

E. Up to 14 days following each date or milestone in Appendix B, Respondents shall submit to the Department a written Certification of Compliance or Non-compliance with the requirement.

F. In the Semi-annual Status Reports required in Paragraph VIII of this Order, Respondents shall include a copy of each written "Certification of Compliance" and "Certification of Non-compliance" regarding the every date or milestone set forth or incorporated into Appendix B during the reporting period. This includes the submission of a Certification of Compliance and Certification of Non-compliance for each Design Completion, Notice to Proceed to Construction, and Construction Completion, respectively. Such Certifications shall also be sent to the parties identified in Paragraph XII below.

G. To comply with the construction milestones in the Compliance Schedule in

Appendix B, all milestones for “Design Completion,” the “Notice to Proceed to Construction,” and the “Construction Completion,” shall be met. The following definitions shall apply to the implementation of, and compliance with, this Order:

1. “Design Completion.” Design shall be considered complete upon the Respondents’ submission of approvable plans and specifications to the Department for review.

2. “Notice to Proceed to Construction” (“NTPC”). Pursuant to the Wicks Law, all contracts consist of 4 elements: “G (general construction),” “P (plumbing),” “E (electrical),” and “H (heating, ventilation and air conditioning).” NTPC milestones shall be met when, at a minimum, the “G” element is noticed to proceed to construction. The noticing of any and/or all the other elements of a contract shall not be considered compliance with an NTPC milestone, until the “G” element is noticed.

3. “Construction Completion.” Construction shall be considered complete when the process-related equipment and facilities are constructed in accordance with the approved plans and specifications, and are placed in operation to meet the applicable SPDES permit requirements. In addition to the foregoing, and subject to any schedule enforceable under this Order on Consent, Respondents shall make best efforts to place in operation all treatment units and associated automatic controls as soon as they are operable in order to maximize CSO capture and treatment consistent with compliance with the terms and conditions of the SPDES permits as soon as possible, up until the time the Respondents comply with their respective SPDES permit requirements.

H. Respondents shall submit a completed SPDES permit application for any SPDES permit modification that may be necessary with the design submissions. Respondents shall not issue a Notice to Proceed to Construction on any CSO abatement or other project under this Order until after the necessary modification of the SPDES permit(s) for that specific project has been issued by the Department.

I. Within 30 days of the effective date of this Order on Consent, the Respondents shall designate an entity which reports to the respective Respondents and will be responsible to the Respondents for coordinating the smooth and efficient implementation of the LTCP and assisting the Respondents in meeting their obligations to comply with the terms of this Order on Consent. The Respondents may at their sole discretion designate a different entity at any time during the term of the Order on Consent. The Respondents shall likewise notify the Department of such designation within such 30-day period or within 5 business days of any subsequent change of such designation.

The designated entity shall retain a Program Coordinator who shall have, at a minimum, the following functions:

A. Coordinate the Respondents’ activities and those of its consultants in order to expedite compliance with the terms of this Order on Consent, and coordinate meeting schedules such that appropriate representatives of the Respondents are able to attend the semi-

annual status meetings set forth in Paragraph VIII herein;

- B. Assist as appropriate in the procurement of additional consultants for the Respondents;
- C. Attend all semi-annual status meetings;
- D. Submit or file all necessary reports in a timely manner;
- E. Track implementation of the LTCP with the purpose of detecting problems that might delay the Respondents' implementation of this Order on Consent, coordinate responses to such problems among the Respondents, and facilitate communication with the Department in connection with the same; and
- F. Submit to the Department the written certifications of compliance required by this Order on Consent
- G. The Program Coordinator shall be the Respondents' point of contact for the Department for technical matters arising under this Order on Consent.

V. DEVELOPMENT OF REVISED LTCP

A. Prior to the effective date of this Order on Consent, Respondents shall submit a revised LTCP that is fully responsive to the Department's written comments and in conformance with the terms of this Order on Consent, the Respondents' respective SPDES permits, the CWA and its applicable regulations, the *CSO Control Policy*, as adopted at 33 U.S.C. §1342(q)(1), and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

B. The revised LTCP shall properly evaluate CSO control alternatives, and provide for the construction and implementation of all Sewer System and WWTP improvements and other measures necessary to ensure the control of CSO discharges in compliance with the CWA and its applicable regulations, the *CSO Control Policy*, as adopted at 33 U.S.C. §1342(q)(1), and the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

C. LTCP Schedule. The schedule included in the revised LTCP shall (i) prioritize projects in such a manner that the most significant human health and environmental needs are addressed first; (ii) set forth a deadline of no more than fifteen months following the effective date of this Order on Consent for the execution of a single inter-municipal agreement ("IMA") among the Albany Pool Respondents to this Order on Consent, and an additional IMA or IMAs between the Albany Pool Respondents and the WWTP Respondents on this Order on Consent; (iii) clearly set forth the specific tasks to be undertaken by each Respondent to this Order on Consent, indicate whether each such task is to be undertaken individually or jointly, and if jointly, specify each such Respondent that is jointly responsible for the task; and (iv) ensure the design, construction, and implementation of all control/treatment measures selected by Respondents are carried out as expeditiously as practicable, following any applicable

environmental impact assessment review pursuant to the New York State Environmental Quality Review Act (“SEQR review”), but, subject to the terms of this Order on Consent, not later than December 31, 2028.

D. Inter-municipal Agreement. There shall be a single fully-executed IMA among the Albany Pool Respondents to this Order on Consent, and an additional fully-executed IMA or IMAs between the Albany Pool Respondents and the WWTP Respondents. The IMAs shall be executed within the time frame required in Sub-paragraph V.C. The IMAs shall be enforceable as between the Respondents, meaning each IMA shall lay out the actions to restore compliance in the event of a breach of the respective IMA as well as immediate consequences that provide a deterrent effect in the event of a breach of the IMA by any one or more of the Respondent parties. The IMAs shall be submitted to the Department for review and acceptance six months in advance of the fifteen-month deadline under Sub-paragraph V.C unless a shorter time frame is specifically agreed to in writing with the Department. Each of the IMAs must be acceptable to the Department as satisfying the terms and purposes set forth in this subparagraph. Each IMA with a WWTP Respondent must further be acceptable to the Department under 6 NYCRR § 750-2.9(a)(4). The IMAs shall include all provisions necessary to allow the Albany Pool permittees to cooperatively control the CSO discharges from this inter-municipal CSS in accordance with law, including the implementation of an approved LTCP. The IMAs must address each Respondent’s responsibility as required by their respective SPDES permits and this Order on Consent, and shall specify and designate, at a minimum, the ownership, operation, maintenance, funding, cost-sharing, indemnity, access and enforcement provisions necessary to finance and carry out the terms of the IMAs, an approved LTCP, and the requirements of this Order on Consent. The submission of the draft IMAs to the Department must include a schedule for the enactment of any ordinances necessary in order for the agreement to be carried out. The schedule will become an enforceable part of this Order following Department review and acceptance. In addition to the required IMAs, if the Respondents form a charitable organization under the section 501(c)(3) of the Internal Revenue Code, the formative documents that are relevant to carrying out the terms, conditions and requirements of this subparagraph shall also be submitted to the Department six months in advance of the fifteen-month deadline under Sub-paragraph V.C unless a shorter time frame is specifically agreed to in writing with the Department. IMAs and 501(c)(3) and other documents submitted pursuant to this Paragraph D shall not be subject to the terms of Article IV of this Order on Consent.

E. Green Infrastructure. The Department encourages Respondents to utilize Green Infrastructure Projects as appropriate to reduce or replace Gray Infrastructure Projects included in the draft LTCP, provided that any Green Infrastructure Project proposed is anticipated to provide substantially the same or greater level of control as the alternative Gray Infrastructure Project. Should Respondents rely on other entities to implement Green Infrastructure Projects, Respondents must have in place agreements as appropriate, to ensure proper operation and maintenance of the Green Infrastructure Project. The revised LTCP may also include Green Infrastructure Demonstration Projects. Such demonstration projects shall not be subject to the terms and conditions of this Section V(E).

1. For any Green Infrastructure Project submitted as part of the revised

LTCP, Respondents shall include a Green Infrastructure Project Proposal outlining each proposed project. This proposal shall be consistent with this Order on Consent and shall at a minimum include the following for each project:

(a) Data on location, sizing, design, and the performance criteria expected to be achieved with the implementation of the Green Infrastructure Project, where the performance criteria shall mean the standards of performance or performance levels that each control measure is designed to achieve for reductions in discharges or pollutants;

(b) A description of how the proposed project utilizes or relies on information and models that Respondents used in developing the LTCP, and any monitoring information used in formulating the proposal;

(c) A demonstration of the long term effectiveness and performance expected to be achieved with implementation of the project;

(d) A description of the work required to implement the Green Infrastructure Project and a schedule for completion of this work and implementation of the project that is consistent with this Order on Consent, its Appendices, and the date set forth herein in Paragraph V.C for completion of construction and full implementation of all remedial and control measures;

(e) A description of the proposed ownership of and access to the Green Infrastructure Project, and should Respondents rely on other entities to implement Green Infrastructure Project, Respondents must explain what agreements will be necessary to ensure proper operation and maintenance of the Green Infrastructure Project (i.e., permanent access, sufficient control over key aspects of the project), and how they will be enforced to ensure proper operation and maintenance of the Green Infrastructure Project; and

(f) A description of any post-construction monitoring and modeling to be performed that is necessary to determine whether the performance criteria set forth, as noted above, will be met upon completion and implementation of the Green Infrastructure Project.

2. Upon review of Respondents' Green Infrastructure Project proposal, the Department will comment, approve or disapprove the proposal. Each Green Infrastructure Project that is approved by the Department shall be incorporated into and made an enforceable part of this Order on Consent. Respondents shall implement each Green Infrastructure Project approved by the Department in accordance with the provisions and schedule in the approved Proposal.

3. In the event that Respondents implements an approved Green Infrastructure Project proposal that fails to meet the specified performance criteria set forth in the project proposal and LTCP, Respondents shall propose, within 180 days after submittal of the applicable post-construction monitoring report documenting said failure, an additional Green or Gray Infrastructure Project designed to achieve the performance criteria with a schedule for

completion of this work and implementation of the Project that is consistent with this Order on Consent, its Appendices, and the date set forth herein in Paragraph V.C for completion of construction and full implementation of all remedial and control measures. In the alternative, where Respondents have substantially met the performance criteria, Respondents may, within sixty (60) days after its knowledge of a Project's failure to meet the performance criteria, petition the Department for a change in the performance criteria. In the event that the Department disapproves of Respondents' request for a change in the performance criteria, Respondents shall, within 180 days after the Department's disapproval, propose additional control measures designed to achieve the performance criteria with a schedule for completion of this work and implementation of the Project that is consistent with this Order on Consent, its Appendices, and the date set forth herein in Paragraph V.C for completion of construction and full implementation of all remedial and control measures.

4. The Department encourages the Respondents to propose revisions to the approved LTCP to utilize green infrastructure as appropriate to reduce CSOs by modifying or replacing Gray Infrastructure Projects included in the final LTCP. If Respondents seeks to replace any Gray Infrastructure Projects provided in the LTCP, after its approval, Respondents shall submit to the Department a detailed Green Infrastructure Project proposal outlining each proposed project consistent with the requirements of Subparagraph V.E. Any proposal submitted under this subparagraph shall be subject to the provisions of Paragraph V.B, V.D and V.E.

F. The revised LTCP, once approved by the Department in writing, shall be thereby incorporated by reference and made an enforceable part of this Order on Consent. Upon issuance, an approval letter from the Department concerning the LTCP shall be attached hereto as **Appendix C** and incorporated into and made a part hereof. A Respondent's violation of the approved LTCP shall constitute a violation of this Order on Consent in addition to any related violation of the ECL, 6 NYCRR Part 750, and the respective SPDES permit(s). Such a violation may, under the circumstances, constitute a joint violation by two or more Respondents.

VI. IMPLEMENTATION OF AN APPROVED LTCP

Upon receipt of final written approval of the LTCP, the Albany Pool Respondents and the WWTP Respondents shall implement the LTCP subject to the terms and schedule in the approved LTCP, the terms of this Order on Consent, including Appendix B, their respective SPDES permits, and according to the requirements of the CWA and its regulations, *CSO Control Policy*, as adopted at 33 U.S.C. §1342(q)(1), the ECL and its applicable regulations in 6 NYCRR Parts 750 and 703.

VII. WET WEATHER OPERATING PLANS

The WWTP Respondents shall revise and resubmit their respective Wet Weather Operating Plans, required in the Best Management Practices of their respective SPDES permits, whenever any of the WWTPs or wet weather operations at any of the WWTPs is modified.

VIII. STATUS REPORT REQUIREMENTS

A. **Semi-Annual Status Reports.** Upon the Effective Date of this Order on Consent, until this Order on Consent terminates in accordance with Paragraph XX, Respondents shall submit written Semi-Annual Status Reports to the Department. These reports shall be submitted no later than March 1st of each year for the “reporting period” from July 1 through December 31 of the previous calendar year, and no later than September 15th of each year for the “reporting period” from January 1 through June 30 of the same year as the September 15th deadline. The Semi-Annual Status Reports may be provided either as paper documents or in electronic format, provided that the electronic format (i) is compatible with the Department software, (ii) is accompanied by a written certification on paper in accordance with Subparagraph XII.D, and (iii) and such written certification is sent via certified or overnight mail. In each written Semi-Annual Status Report, Respondents shall provide, at a minimum, the following:

1. A statement setting forth (i) the deadlines and other terms that Respondents have been required by this Order on Consent to meet since the date of the last statement; (ii) whether and to what extent Respondents have met those requirements; and (iii) the reasons for any noncompliance (notification to the Department of any anticipated delay shall not, by itself, excuse the delay);

2. A general description of the work completed within the prior reporting period, and, to the extent known, a statement as to whether the work completed in that period meets applicable design criteria;

3. A projection of work to be performed pursuant to this Order on Consent during the next six-month period;

4. A notification of any anticipated delays for the upcoming six month period of time; and

5. A summary of any activities conducted during the reporting period pursuant to the Public Participation Plan. If any public meeting were held, the report should include a copy of any advertisements placed for the meeting, any materials or handouts, formal meeting notes, and a summary of the meeting.

B. **Semi-Annual Status Meetings.** Representatives of the Respondents shall conduct semi-annual meetings with the Department to discuss Respondents’ compliance status with the provisions of this Order on Consent. Respondents shall schedule these meetings to occur during the months of March or April to discuss the immediately-preceding reporting period, and September or October to discuss the immediately-preceding reporting period. The meeting can be conducted telephonically if agreed in writing (including electronic correspondence) by all parties in advance.

C. The frequency of the semi-annual status reports and meetings may be reduced upon written agreement (including electronic correspondence) from the Department.

D. Annual Post Construction Monitoring Report. Upon the Effective Date of this Order on Consent, until this Order on Consent terminates in accordance with Paragraph XX, Respondents shall submit annually with its September 1st Semi-Annual Report an Annual Post Construction Monitoring Report containing information generated in accordance with the Post-Construction Monitoring Program that is a required element for an approved LTCP. The Annual Post Construction Monitoring Report may be provided either as paper documents or in electronic format, provided that the electronic format (i) is compatible with the Department software, (ii) is accompanied by a written certification on paper in accordance with Paragraph XII.D, and (iii) and such written certification is sent via certified or overnight mail. The frequency of reports, and the reporting period, may be amended upon written agreement from the Department.

IX. NOTIFICATION OF NON-COMPLIANCE

In addition to the other reports required by this Order on Consent, if Respondents fail to comply with any requirement of this Order on Consent, Respondents shall notify the Department of such failure and the likely duration of the period of noncompliance in writing within ten (10) working days of the day Respondents first becomes aware of the noncompliance, with an explanation of the violation's likely cause and of the remedial steps taken, and/or to be taken, to prevent or minimize it. If the cause of the noncompliance cannot be fully explained at the time the report is due, Respondents shall include a statement to that effect in the report. Respondents shall immediately investigate to determine the cause of the noncompliance and then shall submit an amendment to the report, including a full explanation of the cause of the noncompliance, within thirty (30) days of the day Respondents becomes aware of the cause of the noncompliance.

X. COMPLIANCE WITH SPDES PERMITS

Every Respondent shall comply with the terms and conditions of its SPDES Permit. A Respondent's violation of a SPDES permit shall constitute a violation of this Order on Consent in addition to any related violation of the ECL and 6 NYCRR Part 750. Such a violation may, under the circumstances, be a joint violation by two or more Respondents. Approval of an LTCP shall constitute compliance with the SPDES terms and conditions requiring development of an approvable LTCP.

XI. PERMITS AND APPROVALS

Where any compliance obligation under this Order on Consent requires Respondents to obtain federal, state, or local permits or approvals, or triggers review under the State Environmental Quality Review Act (SEQRA), Respondents shall submit timely and complete applications, or timely perform the SEQRA review, and take all other actions necessary to obtain all such permits or approvals or to ensure compliance with SEQRA. Respondents may seek relief under the provisions of Paragraph XVI for any delay in the performance of any such obligation resulting from a failure to obtain, or a delay in obtaining, any permit or approval or the completion of a SEQRA review required to fulfill such obligation, if Respondents have submitted timely and complete applications and have taken all other actions required by

applicable law to obtain all such permits or approvals and to ensure compliance with SEQRA. The reporting requirements of this Order on Consent do not relieve Respondents of any reporting obligations required by the CWA or its implementing regulations, or by any other federal, state, or local law, regulation, permit, or requirement, including Respondents' SPDES Permits.

XII. COMMUNICATIONS

A. All correspondence, plans, reports, and any other written deliverables submitted to the Department under the terms and requirements of this Order on Consent shall be sent to the following contacts or their successors at the Department:

Original to:

Paul Kolakowski, P.E., Wastewater Permits Section
Division of Water NYSDEC, 625 Broadway, 4th Floor,
Albany, NY 12233-3506

With one copy to:

Joseph DiMura, P.E., Director, Bureau of Water Compliance Programs
Division of Water NYSDEC, 625 Broadway, 4th Floor
Albany, NY 12233-3505

Andrea Dzierwa, P.E., Regional Water Engineer
NYSDEC Region 4, 1130 North Wescott Road
Schenectady, NY 12306

Derek Thorsland, P.E., DEC Region 4
NYSDEC Region 4, 1130 North Wescott Road
Schenectady, NY 12306

and

Carol Conyers, Esq., Office of General Counsel
NYSDEC, 625 Broadway, 14th Floor
Albany, NY 12233-5500

Copies of all correspondence from the Department to Respondents required under this Order on Consent shall be provided to the following or their successors:

Original to: Mr. Rocco Ferraro, Executive Director
CDRPC, One Park Place, Albany, NY 12205
rocky@cdrpc.org

With one copy to: Project Coordinator, Albany Pool LTCP Project
CDRPC, One Park Place, Albany, NY 12205
c/o rocky@cdrpc.org.

Richard S. Davis, Esq., Principal
Beveridge & Diamond, P.C.
1350 I Street, NW Suite 700, Washington, DC 20005
RDavis@bdlaw.com

Mr. Anthony J. Ferrara, Albany Water Board
City of Albany, 15 Erie Boulevard, Albany, NY 12204
bellm@ci.albany.ny.us

Mr. Gary Nathan, P.E., City Engineer
City of Cohoes, City Hall, 97 Mohawk Street, Cohoes, NY 12047
gnathan@ci.cohoes.ny.us

Mike Brown, Engineering Aide
City of Rensselaer, 62 Washington Street, Rensselaer, NY 12214
Mike.Brown@rensselaer.ny.gov

Mr. Chris Wheland, Superintendent of Public Works
City of Troy, Department of Public Utilities, 25 Water Plant Road, Troy,
NY 12182
chris.wheland@troyny.gov

Mr. David Dressel, City Hall
City of Watervliet, Watervliet, NY 12182
ddressel@watervliet.com

Mr. Sean Ward
Village of Green Island, 20 Clinton Street, Green Island, NY 12183
seanw@villageofgreenisland.com

Mr. Richard Lyons, Executive Director
Albany County Sewer District, P.O. Box 4187, Albany, NY 12204
Richard.lyons@albanycounty.com

Mr. Gerard Moscinski, P.E., Administrative Director
Rensselaer County Sewer District, 1600 7th Avenue, Troy, NY 12180
GMoscinski@rensco.com

B. Any party may change its designee(s) under this paragraph upon written notice to the other parties.

C. Notices and submissions provided pursuant to this Paragraph shall be deemed effective upon receipt, unless otherwise provided in this Order on Consent or by mutual agreement of the Parties in writing.

D. Each notice, report or submission submitted by Respondents under this Order on

Consent shall be signed by an official of Respondents and include the following certification:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that this document and its attachments were prepared under my direction or supervision in a manner designed to ensure that qualified and knowledgeable personnel properly gather and present the information contained therein. I further certify, based on my inquiry of those individuals immediately responsible for obtaining the information, that I believe that the information is true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

XIII. STIPULATED PENALTIES

A. In the event that one or more Respondent(s) responsible for performance of an activity subject to a milestone set forth in Appendix B fail(s) to satisfy any milestone task or deadline for completion of any milestone task for which it or they are responsible as set forth in Appendix B to this Order on Consent, or violate(s) any term of this Order on Consent, the Department shall be entitled to judgment against that Respondent(s). Each Respondent, respectively, hereby consents to the entry of judgment against it in New York State Supreme Court, for a stipulated penalty encompassing each day of such violation of this Order. Said stipulated penalties shall be in the following amounts:

<u>PERIOD OF NON-COMPLIANCE</u>	<u>PENALTY PER DAY</u>
1st Day through 30th Day	\$ 500/day
31st Day through 60th Day	\$ 1,000/day
Each Day beyond the 60th Day	\$ 1,500/day

B. Any stipulated penalty judgment shall become due and payable, and may be entered, upon ten (10) calendar days notice to Respondent(s).

C. These stipulated penalties shall be in addition to the civil penalty already assessed by the Department as set forth in paragraph II, above.

D. All stipulated penalties shall begin to accrue on the day after the performance is due or on the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or until the violation ceases. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Order on Consent, except that when two or more violations are based upon the same noncompliance, the higher stipulated penalty shall apply.

E. Payment of Stipulated Penalties to the Department.

1. Payment. Stipulated penalties payable to the Department shall be paid by certified or cashier's check in the amount due, payable to the New York Department of Environmental Conservation@ delivered to the Office of General Counsel, 625 Broadway, 14th

Floor, Albany, NY 12233-5500, attention: Elissa Armater. The DEC case number appearing on the first page of this Order on Consent shall be endorsed on the face of the check.

2. Late Payment. Should Respondents fail to pay stipulated penalties and accrued interest payable to the Department in accordance with the terms of this Order on Consent, the Department shall be entitled to collect interest and late payment costs and fees, together with the costs (including attorneys fees) incurred in any action necessary to collect any such stipulated penalties, interest, or late payment costs or fees.

3. Respondents' payment of stipulated penalties under this Paragraph shall be in addition to any other rights or remedies available to the Department by reason of Respondents' failure to comply with any requirement of this Order on Consent or applicable law.

XIV. DEFAULT

The failure of one or more Respondents to comply fully and/or in a timely fashion with any provision of this Order on Consent shall constitute a default and a failure to perform an obligation under this Order and under the ECL by the Respondent(s), and shall constitute sufficient grounds for revocation pursuant to 6 NYCRR § 621.13 of any permit, license, certification or approval issued to the Respondent(s) by the Department unless said permit, license, certification or approval is completely unrelated to the facilities, requirements and obligations addressed in this Order on Consent.

XV. BINDING EFFECT

A. This Order shall be deemed to bind according to its terms each Respondent, its respective officers, directors, agents, employees, contractors, successors and assigns, and all persons, firms and corporations acting under or for each Respondent, respectively, including, without limitation, any subsequent operator of the facilities that are the subject of the respective, above-cited SPDES permits ("permitted facilities), who may carry on activities now conducted by any of the respective Respondents at the permitted facilities, and any successor in title to the respective permitted facilities or to any interest therein.

B. Each Respondent, respectively, shall provide a copy of this Order on Consent (including any submissions incorporated herein) to any contractor or subcontractor hired to perform work required under this Order on Consent, and shall require compliance with this Order on Consent as a term of any contract for performance of work under this Order on Consent. Respondents shall nonetheless be responsible for ensuring that all work performed under this Order on Consent is in compliance with the terms of this Order.

XVI. FORCE MAJEURE

A. A Respondent shall not be in default of the provisions of this Order on Consent if its non-compliance is directly attributable to an Act of God, war, insurrection, terrorism, strike, judicial injunction, catastrophic condition, or other circumstance that is entirely beyond its control and which Respondent's due diligence could not prevent (force majeure). If such a force majeure event occurs, Respondents shall be entitled to an extension of the Compliance Schedule milestone(s), limited to the period of time caused by such event that placed compliance with a

provision of this Order beyond Respondents' control.

B. As a condition precedent to obtaining a schedule extension under this provision, Respondents shall notify the Department in writing that a force majeure event has occurred, no later than fourteen (14) days after the date Respondents knew or should have known of the occurrence of any force majeure event. Respondents shall include in such notice the measures taken and to be taken by the Respondents to avoid or mitigate the delay, and may request an extension or modification of the applicable deadline(s) under this Order equal to the period of delay directly attributable to the force majeure event. Failure to give such notice within such fourteen-day period constitutes a waiver of any claim that that a delay is not subject to penalties.

C. Whenever a milestone is missed, pursuant to a force majeure event or otherwise, the Respondents shall exercise their best efforts to recoup all lost time, including where appropriate, the payment of extraordinary expenses for overtime, double shifts, or additional contractors or consultants, or alternative methods to the extent allowable under local law.

D. If the Department determines that no force majeure event occurred and a stipulated penalty is due, Respondents shall promptly pay the stipulated penalty pursuant to Paragraph XIII in this Order on Consent plus interest from the date of the missed milestone.

E. Regardless of any force majeure event asserted under this paragraph, nothing set forth herein relieves any Respondent of its respective obligations to provide 24-hour notices, file Non-compliance Reports and Certifications, and submit or issue any other notices and reports as required by law, its respective SPDES permit, or this Order on Consent.

F. Each Respondent shall have the burden of proving that its respective non-compliance with this Order, if any, is directly attributable to a force majeure event, and that its compliance with this Paragraph XVI constitutes a defense to compliance with this Order on Consent.

XVII. ACCESS

For the purpose of insuring compliance with this Order on Consent, each Respondent shall allow duly authorized Department representatives access to its respective facilities and any appurtenances involved herein, without prior notice, to enable Department representatives to inspect and determine the status of the Respondent's compliance with this Order on Consent.

XVIII. EFFECT OF SETTLEMENT

A. This Order on Consent is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Respondents are responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits (including their respective SPDES Permits), and Respondents' compliance with this Order on Consent shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The Department does not, by its consent to the entry of this Order on Consent, warrant or aver in any manner that Respondents' compliance with any aspect of this Order on Consent will result in compliance with provisions of the CWA, or with any other provisions of federal, State, or local laws, regulations, or permits, including Respondents' respective SPDES Permits.

B. This Order on Consent does not limit or affect the rights of Respondents or of the United States or the State against any third parties, not party to this Order on Consent, nor does it limit the rights of third parties, not party to this Order on Consent, against Respondents, except as otherwise provided by law.

C. This Order on Consent shall not be construed to create rights in, or grant any cause of action to, any third party not party to this Order on Consent.

XIX. DISPUTE RESOLUTION

In the event of a dispute between the Department and one or more Respondents with respect to the performance under this Order on Consent, including, without limitation, a dispute arising under Subparagraphs IV.C.2 or IV.C.3 herein, the parties shall make reasonable efforts over the course of no more than 45 days to meet and confer in an effort to resolve such dispute. Such efforts to meet and confer are to be initiated by Respondent(s) in writing pursuant to Paragraph XII (Communications). Review under New York Civil Practice Law and Rules Article 78 shall be available for all final agency actions under this Order on Consent. Should Respondents invoke Dispute Resolution under this Paragraph, stipulated penalties shall nonetheless continue to accrue and shall be payable either (i) not more than ten days after the informal resolution of the dispute in the Department's favor within the designated 45-day period or (ii) within ten days of the issuance of a civil order or judgment unless and to the extent that a civil order or judgment is issued in Respondents' favor.

XX. MODIFICATION

If a Respondent desires that any of the provisions, terms or conditions of this Order on Consent be changed, it shall make timely written application setting forth the grounds for the relief sought to Carol Conyers, Esq. or her successor in the Office of General Counsel, at the above address, and shall send a copy simultaneously to the other Respondents. Grounds for modification may include, without limitation, a review by the Department of Completed Plans and Specifications that extends beyond sixty (60) days. Any change to this Order on Consent must be in writing and signed by all of the Respondents and the Commissioner or the Commissioner's designee.

XXI. TERMINATION AND RESERVATION OF RIGHTS

A. This Order on Consent shall be deemed completely satisfied and shall terminate when each of the following conditions has been fully satisfied by all Respondents: (1) the Respondents have paid the civil penalty set forth in paragraph II above; (2) the Department has received from each Respondent written Compliance Certifications under Subparagraph IV.E of completion of the respective compliance actions required of each Respondent by Appendix B; (3) all stipulated penalties demanded, due and owing under this Order on Consent have been paid; and (4) the Department has provided each Respondent with a written verification of the Compliance Certifications received, which verification shall be timely provided by

Respondent(s) and not unreasonably denied by the Department.

B. Upon timely payment of civil penalty required under paragraph II, above, and the completion of the compliance items set forth in Appendix B, the Department shall release the Respondents from further liability for penalties under the ECL arising from the violations set forth herein. Approval of a revised LTCP hereunder shall constitute satisfaction of Respondents' obligations to develop an approvable LTCP.

C. However, nothing herein shall be construed as a release or waiver by the Department of its rights to: (1) seek injunctive relief to abate any violation of law or this Order on Consent; (2) seek stipulated penalties and entry of judgment as provided in paragraph XIII of this Order; (3) seek penalties and other relief for any violations not set forth in this Order on Consent, including its Appendices; (4) re-allege the violations listed in this Order on Consent to obtain injunctive relief or damages in support of natural resource damage claims; (5) seek to modify, suspend, or revoke any Department-issued permit; (6) seek any applicable criminal sanctions against any Respondent or any other party; or (7) seek issuance by the Commissioner or his duly authorized representative of a summary abatement order against any or all Respondents. In addition, the Department reserves all such rights as it has to require Respondents to take any additional measures required to protect human health or the environment.

XXII. SIGNATORIES TO ORDER

Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Order on Consent and to execute and legally bind the Party he or she represents to this document. This Order on Consent may be signed in counterparts, and such counterpart signature pages shall be given full force and effect.

XXIII. INDEMNIFICATION

Each Respondent shall indemnify and hold harmless New York State, the Department, and any of its employees, contractors or representatives for any and all claims, actions, suits, damages, and costs of every name and description, arising out of or resulting from each respective Respondents' acts, or from actions taken by the Department in fulfillment or attempted fulfillment of the provisions of this Order on Consent to the extent that any such claims, actions, suits, damages, and costs are not caused by intentional or grossly negligent acts of New York State, the Department or any of their employees or contractors.

XXIV. ENTIRE ORDER

This Order on Consent and its Appendices, A and B, which are attached to and incorporated in this Order on Consent, constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Order on Consent, and supersede all prior agreements and understandings, whether oral or written. Unless expressly incorporated herein, no other document, representation, inducement, agreement, understanding, or promise constitutes any part of this Order on Consent or the settlement it represents, nor shall it be used in construing the terms of this Order on Consent.

XXIV. EFFECTIVE DATE

The effective date of this Order is the date it is signed by the DEC Commissioner or the Commissioner's designee.

DATED: January 15, 2013

ALBANY, NEW YORK

New York State Department of
Environmental Conservation by:


JOSEPH J. MARTENS, Commissioner

EDMS# 447767

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF ALBANY

By: *Anthony J. Ferrara*
(signature)

Name: Anthony J. Ferrara
(print or type)

Title: Chairman, Albany Water Board
(print or type)

Date: 12/30/13

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 30th day of December, in the year 2013, before me, the undersigned, personally appeared Anthony J. Ferrara, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Rose V. DeMarco
NOTARY PUBLIC

Rose V. DeMarco
Commissioner of Deeds,
City of Albany
Term Expires Dec. 31 2014

Commissioner of Deeds

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF TROY

By: Louis A. Rosamilia
(signature)

Name: Louis A. Rosamilia
(print or type)

Title: MAYOR
(print or type)

Date: JAN. 7, 2014

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Rensselaer)

On the 2nd day of January, in the year 2014, before me, the undersigned, personally appeared Louis A. Rosamilia, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
NOTARY PUBLIC

IAN H. SILVERMAN
Notary Public, State of New York
Qualified in Rensselaer County
No. 02SI6257313 Exp. 3/12/ 16

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF RENNELAER

By: *Daniel J. Dwyer*
(signature)

Name: Daniel J. Dwyer
(print or type)

Title: Mayor
(print or type)

Date: 1/10/14

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Rensselaer)

On the 10th day of January, in the year 2014, before me, the undersigned, personally appeared Daniel J. Dwyer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Jennifer L. Moore
NOTARY PUBLIC

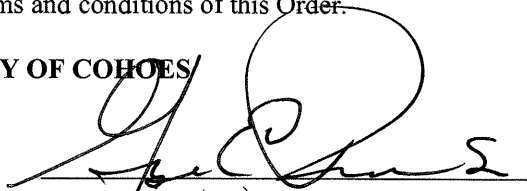
Jennifer L. Moore
01MA6105573
Notary Public, State of New York
Qualified in Rensselaer County
My commission expires FEBRUARY 9th, 2016

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF COHOES

By:


(signature)

Name:

George E Primeau Sr
(print or type)

Title:

Mayor
(print or type)

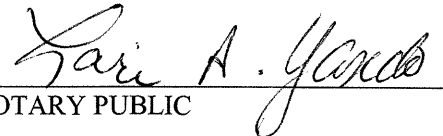
Date:

10/18/13

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 18 day of October, in the year 2013, before me, the undersigned, personally appeared George E. Primeau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



NOTARY PUBLIC

LORI A. YANDO
NOTARY PUBLIC - STATE OF NEW YORK
NO 01-YA6063542
QUALIFIED IN ALBANY COUNTY
MY COMMISSION EXPIRES 09-04-20 11

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

CITY OF WATERVLIET

By: 
(signature)
Name: MICHAEL P. MANNING
(print or type)
Title: MAYOR
(print or type)
Date: 10/25/13

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 25th day of October, in the year 2013, before me, the undersigned, personally appeared MICHAEL P. MANNING, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BRUCE A. TROLEY
Notary Public, State of New York
Reg. No. 01HI6001621
Qualified in Albany County
Commission Expires January 20, 2014


NOTARY PUBLIC

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

VILLAGE OF GREEN ISLAND

By: Ellen M. McNulty-Ryan
(signature)

Name: Ellen M. McNulty-Ryan
(print or type)

Title: Mayor
(print or type)

Date: January 7, 2014

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 7th day of January, in the year 2014, before me, the undersigned, personally appeared Ellen M. McNulty-Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Anne M. Strizzi
NOTARY PUBLIC

ANNE M. STRIZZI
Notary Public, State of New York
Qualified in Albany County
Reg. No. 4694623
My Commission Expires Mar. 30, 2015

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

ALBANY COUNTY SEWER DISTRICT

By: *Philip Calderone*
(signature)
Name: Philip Calderone
(print or type)
Title: Deputy County Executive
(print or type)
Date: 1-10-14

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF Albany)

On the 10th day of January, in the year 2014, before me, the undersigned, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Tracy Murphy
NOTARY PUBLIC
TRACY A MURPHY
Notary Public, State of New York
No. 02MU6263245
Qualified in Albany County
Commission Expires June 11, 2016

CONSENT BY RESPONDENT

Respondent hereby consents to the issuance and entry of the foregoing Order without further notice, waives its right to a hearing herein as provided by law, and agrees to be bound by the terms, conditions and provisions contained herein. The undersigned represents and affirms that they have the legal authority to bind Respondent to the terms and conditions of this Order.

RENSSELAER COUNTY SEWER DISTRICT NO. 1:

Approved as to Form

David A. Little

David A. Little
Legal Counsel

Rensselaer County Sewer District No. 1

By: Kathleen M. Jimino
(signature)

Name: Kathleen M. Jimino
(print or type)

Title: County Executive
(print or type)

Date: January 10, 2014

ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss:
COUNTY OF RENSSELAER

On the 10th day of January, 2014, ~~in the year 2014~~, before me, the undersigned, personally appeared Kathleen M. Jimino, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her capacity as shown in the instrument, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Stephen A. Pechenik
Notary Public, State of New York
Registration No. 02PE4684612
Qualified in Rensselaer County
Commission Expires April 30, 2014

[Signature]
NOTARY PUBLIC

Approved as to form

[Signature] 11/10/14
STEPHEN A. PECHENIK
Rensselaer County Attorney

Stephen A. Pechenik
Notary Public, State of New York
Registration No. 02PE4684612
Qualified in Rensselaer County
Commission Expires April 30, 2014

APPENDIX A
NYSDEC COMMENT LETTER of DECEMBER 5, 2012 on
ALBANY POOL DRAFT LTCP (DM # 458013)

New York State Department of Environmental Conservation

Division of Water,

Bureau of Water Permits, 4th Floor
625 Broadway, Albany, New York 12233-3505

Phone: (518) 402-8111 • Fax: (518) 402-9029

Website: www.dec.ny.gov



Joe Martens
Commissioner

December 5, 2012

Mr. Rocco Ferraro
Executive Director
CDRPC
One Park Place
Albany, NY 12205

Mr. Neil Bonesteel, P.E.
Chief Water Plant Operator
City of Troy Public Utilities
25 Water Plant Road
Troy, NY 12182

Mr. Sean Ward
Village of Green Island
20 Clinton Street
Green Island, NY 12183

Ms. Mary Bell
Albany Water Board
City of Albany
35 Erie Boulevard
Albany, NY 12204

Mr. David Dressel
City Hall
2 Fifteenth Street
Watervliet, NY 12182

Mr. Richard Lyons
Executive Director
Albany County Sewer District
P.O. Box 4187
Albany, NY 12204

Ms. Sarah Crowell
Director of Planning
City of Rensselaer
62 Washington Street
Rensselaer, NY 12214

Mr. Garry Nathan, P.E.
City Engineer
City of Cohoes
City Hall
97 Mohawk Street
Cohoes, NY 12047

Mr. Gerald Moscinski, P.E.
Administrative Director
Rensselaer County Sewer Dist
Water Street
Troy, NY 12180

Re: Albany Pool Long Term Control Plan, dated June 30, 2011
SPDES Permit No. NY-002 5747 (City of Albany)
SPDES Permit No. NY-002 6026 (City of Rensselaer)
SPDES Permit No. NY-009 9309 (City of Troy)
SPDES Permit No. NY-003 0899 (City of Watervliet)
SPDES Permit No. NY-003 1046 (City of Cohoes)
SPDES Permit No. NY-003 3031 (Village of Green Island)

Dear Sir/Madame:

As a follow-up to prior detailed technical discussions, this letter formally presents the New York State Department of Environmental Conservation's ("DEC's") technical assessment of the proposed June 30, 2011 Albany Pool Long Term Control Plan ("LTCP"). The short-hand phrase "Albany Pool" is used to reference the six permitted communities listed above that own or operate a Combined Sewer Overflow ("CSO") outfall. DEC continues to endorse and support the Albany Pool communities' collective approach to assessing and reducing the adverse impacts of CSOs so as to improve the shared waters and waterfronts of this stretch of the Hudson River.

The Albany Pool LTCP was evaluated under the standards of Section 402(q)(1) of the Clean Water Act and the specific terms of the State Pollutant Discharge Elimination System ("SPDES") permits that cover the Albany Pool communities. To be approvable, the LTCP also must conform to the U.S. Environmental Protection Agency ("EPA") Combined Sewer Overflow Control Policy (Federal Register Volume 59, Number 75, Pages 18688-18698) ("Policy"). EPA guidance documents also offer extensive information to those responsible for developing a compliant LTCP.¹ The technical comments in this letter incorporate the oversight comments of EPA.

At the outset, I would like to recognize your extensive good work toward the LTCP to date, including numerous technical studies and thoughtful submissions. DEC is seeking to continue to work in a collaborative fashion with the Albany Pool communities to finalize the LTCP, and assure active and cost-effective implementation.

The June 30, 2011 LTCP submitted by the Albany Pool Communities, however, does not meet some of the objectives and requirements specified in the Clean Water Act and EPA's Policy. The revised LTCP must address the comments provided by this letter and the enclosed attachment, and be re-submitted to DEC within 6 months of the date of this letter.

Intent of the Federal CSO Control Program.

The proposed LTCP strategy often focuses on controlling *non-CSO* sources of bacteria in the Albany Pool portion of the Hudson River. While containing useful elements, this strategy does not demonstrate that the LTCP will: (i) result in compliance with water quality standards in Hudson River tributaries impacted by CSOs; (ii) provide the maximum pollution reduction benefits reasonably attainable through CSO abatement; and (iii) be designed to allow cost effective expansion or cost effective retrofitting to address CSO flows should additional controls be determined necessary in the future (e.g., due to community growth accompanied by increased stormwater and sewage flows) to meet water quality standards. (See, EPA Policy Section II.C.4.b).

The LTCP must be revised to evaluate the effectiveness, costs and water quality impacts of a broader array of alternative programs to address the control of CSOs. The Albany Pool sewer systems contain flows from combined sewers that often exceed the interceptor and regulator capacity, resulting in raw sewage being discharged directly to the Hudson River before any treatment. The proposed abatement of CSOs proposed in the draft LTCP (i.e., the proposed approach of reducing non-CSO sources of bacteria levels in the Hudson River) is not a complete approach, necessitating the need for the Albany Pool communities to develop and evaluate a more stringent set of alternative CSO control programs for consideration by DEC, EPA and the affected community.

The LTCP must Adequately Address CSO Mitigation Alternatives as follows:

1. Alternatives screening process

Section 7.4 of the LTCP provides a summary of a screening analysis of CSO abatement technologies. For each potential individual control option, the LTCP indicates whether

¹ Many of the LTCP guidance documents may be accessed at: <http://cfpub1.epa.gov/apdes/cso/guidedocs.cfm>.

that technology should be included as part of the LTCP strategy. However, the LTCP provides no information on the screening process itself or the criteria used and data relied upon to determine whether an individual control option should be retained or rejected. Without such an evaluation, DEC cannot determine whether the recommended control alternative meets the regulatory standard of maximum pollution reduction benefits reasonably attainable.

2. *Maximize Capture for Treatment*

The LTCP should evaluate controls that achieve 100% capture, 90% capture, 85% capture, 80% capture and 75% capture of the CSO total annual volume for treatment at the three wastewater treatment plants in the Albany Pool. (See, Section II.C.4 'Evaluation of Alternatives' in the CSO Control Policy). The alternatives analysis must be sufficient to provide enough data to make a cost/performance curve to demonstrate the relationship between the cost and the benefits among the different level of CSO capture. The goal of this cost and performance assessment is to determine if the incremental reduction in the pollutant of concern, pathogen in this case, diminishes as cost increases. This comment is related to the "Knee of Curve" comment below.

3. *Tributary Water Quality Impacts*

The LTCP must include data and information concerning the water quality impacts from CSO outfalls to waters tributary to the Hudson River. The data must be presented, evaluated and incorporated into the LTCP's demonstration approach to the alternatives analysis under Section II.C.4.b of the Policy (e.g., Albany – Krumkill / Cohoes – Mohawk River, Salt Kill, Eagles Nest Ravine / Rensselaer – Mill Creek).

Green Infrastructure. The LTCP proposes very little Green Infrastructure as a means of controlling or reducing CSOs. A more substantive Green Infrastructure program is required. Properly planned green practices naturally manage stormwater and improve water quality by keeping water out of the CSO collection systems. EPA strongly promotes the use of green infrastructure to manage wet weather through infiltration, evapotranspiration and rain water harvesting.² The Albany Pool communities will need to address the use of public and private Green Infrastructure projects in the LTCP and identify the mechanisms for implementation (e.g., maintenance agreements for green controls on privately owned properties). State grant funding is currently available to assist in Green Infrastructure projects. Many communities, including Syracuse and New York City, are implementing extensive Green Infrastructure programs as part of their CSO abatement program.

Cost/Performance Considerations. The required cost/performance considerations lack sufficient information.

1. *Evaluation of Costs.*

Cost data for the various projects are provided in Chapter 7 of the draft LTCP and summarized in Table 7-2. These costs, however, are not related to performance. There is no comparison of different potential control scenarios that would allow the DEC to undertake a cost/performance analysis for the proposed control alternatives;

² *Protecting Water Quality with Green Infrastructure in EPA Water Permitting and Enforcement Programs*, April 20, 2011 memo. http://water.epa.gov/infrastructure/greeninfrastructure/upload/gi_memo_protectingwaterquality.pdf

2. *"Knee of the Curve" analysis.*

The LTCP does not provide the necessary "knee of the curve"³ analysis to evaluate the incremental costs of additional CSO controls to determine whether increased control can be achieved at a reasonable cost (See, Section II.C.5 of the Policy).

3. *Content of cost calculations.*

Some projects identified in the LTCP are already required by existing Consent Orders as well as other "non-LTCP" permit requirements. Inclusion of such projects in the cost calculations for the Albany Pool LTCP is inappropriate. The Department recognizes the Albany Pool Communities' effort to improve water quality of the Hudson River by implementing these projects. However, these projects need to be removed from the cost/performance calculations in the revised Albany Pool CSO LTCP because these are non-CSO sources of pollution. The following are examples of non-CSO projects that are already required: the disinfection upgrades at the three major sewage treatment plants under the respective county sewer district SPDES permits; the elimination of Dry Weather Overflows (DWOs) of raw sewage and the implementation of three green infrastructure Environmental Benefit Projects by the Rensselaer County Sewer District under a Consent Order (4-20091123-154).;

Implementation Schedule. The LTCP is also incomplete because it does not provide all pertinent information necessary to develop the construction and financing schedule for implementation of CSO controls. (See, Section II.C.8 of the EPA Policy). For example, the revised LTCP will need to separate all of the proposed projects by municipal/political entities (as between each of the six Albany Pool Communities and the county sewer districts) responsible for the implementation and payment of projects. The projects that are proposed to be shared by those entities must be specifically identified and their cost sharing arrangement detailed (see, Section 4.4, pg. 4-13 in *Combined Sewer Overflows, Guidance for Long-Term Control Plan (EPA 832-B-95-002)*, September, 1995: "It is important that the individuals and entities responsible for implementing each aspect of the program be identified in the LTCP"). The six municipalities and the county sewer districts will need to enter into inter-municipal agreement(s) ("IMA's") or equivalent legal mechanism that must be executed within the first year of the approved LTCP implementation schedule. The IMA's or equivalent legal mechanism need to document any agreement(s) between the Albany Pool Communities and county sewer districts concerning the specific municipal and inter-municipal responsibilities and commitments, funding responsibilities, and cost-allocation or cost-sharing arrangements.

Additional LTCP Comments Attached

In addition to the above items, a list of DEC comments on very specific aspects of the draft LTCP is attached. EPA's comments have been incorporated into the DEC's comments. However, a copy of EPA's comments is also enclosed to provide their complete context.

³ A Knee-of-the-Curve analysis is a management technique that optimizes pollution control versus cost with respect to diminishing returns. The Knee-of-the-Curve is the point at which incremental improvements become progressively smaller in relation to incremental increases in design size and cost.

Next Steps in LTCP Process

The anticipated LTCP schedule of 15 years exceeds the statutory maximum term for a SPDES permit of five years. It is therefore necessary to incorporate the revised LTCP into a Consent Order to make it enforceable and legally provide sufficient time for community implementation. DEC's Office of General Counsel will be forwarding a proposed Consent Order to you in the near future that will require the submittal of a revised LTCP, consistent with the above and enclosed comments, within six months of the date of this letter. Once the LTCP and its schedule are approved by DEC, the LTCP and its schedule will become enforceable under the Order. This is standard practice.

The requirement to submit the revised LTCP to DEC within six months of the date of this letter will be enforced pursuant to the SPDES permits and regulations, notwithstanding the execution of an Order on Consent by all parties. DEC will contact you in the near future to schedule meetings to discuss our comments and the process needed for obtaining approval of the LTCP.

If you have any questions regarding the comments or would like to set up a meeting or conference call, please contact Paul Kolakowski, P.E., Project Engineer at (518) 402-8104. Any questions about the proposed Order on Consent should be directed to Carol Conyers, Esq. at (518) 402-9512.

Sincerely,



Koon Tang, P.E.

Director, Bureau of Water Permits

Enclosures

ec (w/ encls):
 Shayne Mitchell, NYSDEC, BWP
 Paul Kolakowski, NYSDEC, BWP
 Joe DiMura, NYSDEC, BWC
 Andrea Dzierwa, NYSDEC, R4
 Derek Thorsland, NYSDEC, R4
 Cheryle Webber, NYSEFC
 Carol Conyers, NYSDEC OGC
 Stan Stephansen, EPA, Region 2

**Attachment to the Department's December 5, 2012 comment letter on
the Albany Pool draft LTCP**

This Attachment provides detailed comments, as well as additional general comments, on the Albany Pool draft LTCP dated June 30, 2011. The comments are organized in the format of the LTCP. The Albany Pool needs to respond to the comments in the Department's letter and this Attachment, and address the comments in the LTCP as appropriate to generate an approvable LTCP.

Executive Summary (ALL)

Page ES-15, BMPs/System Optimization: The report states that projects within this category will focus on SPDES permit BMPs and maximizing the performance of the existing infrastructure through regulator and weir modifications, reduction of system inflow, capacity upgrades, and improved operations. The report should specifically identify what will be done for each of these categories. If any of the projects will be undertaken pursuant to the terms of a separate administrative consent order, that must be stated.

In general, the report shall provide more specific details/narrative on what each of the recommended projects will be.

Page ES-17, Green Projects: Incorporate more green infrastructure projects. The report lists a few green pilot or demonstration projects that have been completed or are presently under development but these are very limited.

Page ES-19, Governance: The report states that it is the intent among the Albany Pool communities to establish a Phase II inter-municipal arrangement for future governance of the Albany Pool CSO program. With regard to the anticipated application to the Department of State for a Shared Services Municipal Planning Grant, provide the status of this effort and time frame for completion.

Chapter 2

Page 2-21, Patroon Creek: This section states that there is a significant source of bacteria between Rensselaer Lake and the Fuller Road sampling location and additional investigations are ongoing with remedial actions proposed as part of the LTCP. Describe the investigations, and present and evaluate the proposed remedial actions. It is also stated that the Patroon Creek is negatively impacted by Sand Creek. The Department repeats the same comment: Describe the investigations and present and evaluate remedial actions for this area. (ALB)

Page 2-21, Normans Kill: The Krum Kill location showed exceedances of the bacteria standards. Same comment. (ALB)

Page 2-22, Mill Creek: Same comment. (REN)

Page 2-24, Wet Weather Conditions Observed in 2009: Patroon Creek, Normans Kill, Krum Kill, Wynantskill, Poestenkill, and Mill Creek results all showed exceedances of bacteria standards. Same comment. In particular, the Krum Kill may be impacted by the Woodville Pump Station overflow. An assessment needs to be done on the effect of overflows from this station on the water quality in the Krum Kill. (TROY, ALB, RCSD, ACSD)

2.5.3.5 The Department has identified an unpermitted CSO on Broadway to Mill Creek in the City of Rensselaer. This CSO was overflowing under dry weather during an inspection with City staff. The City of Rensselaer is required to eliminate this CSO under the terms of an existing Consent Order and so this project will occur regardless of the LTCP. However, the Albany Pool is to include the presence of this unpermitted CSO into Mill Creek among the contributing sources to the exceedances of water quality standards that must be analyzed and properly addressed by the LTCP. (REN)

2.5.4.3 Although no SSOs were reported to the Department during the time that sampling occurred, complaints from residents in the Brookside Avenue area have indicated that SSOs regularly occurred in that area during wet weather events. The Town of North Greenbush is required to eliminate the SSOs under the terms of an existing Consent Order. Detail in the LTCP how this is being investigated and resolved under the Consent Order. (REN)

Chapter 5

Page 5-10, Troy: Tide gates at most of the regulators north of the Federal Dam are susceptible to leakage under high stage conditions. The Rensselaer County Sewer District is required to investigate and address the impact of this leakage under the terms of an existing Consent Order (CO4-20091123-154). The LTCP must acknowledge this issue. (TROY)

Page 5-16, Table 5-3: Most Active CSOs by Volume: Identify in the LTCP which projects will address the most active CSOs. Highlight projects associated with these outfalls. (ALB, TROY)

5.3.1 through 5.3.3 Identify how often flows in the collection system exceed the flow capacity at the WWTPs and/or Pump Stations. Identify whether the model represents this condition (i.e. backup to first upstream CSO) at the Albany North and South WWTPs, and at the RCSD WWTP, and if so, describe how the model does so. (COHOES, WAT, GI, ALB, REN, TROY)

5.6.2 The LTCP must properly address the large volume of infiltration and inflow (“I/I”) identified in the Albany South interceptor. (ALB)

5.8 DWOs must be eliminated. Identify whether the control alternatives (113th Street Stream Separation / Hoosick Street Storm Sewer Extension) are for the purpose of eliminating the DWOs at CSOs 013 & 024. If so, clarify that these control alternatives are under Consent Order (CO4-20091123-154). If these control alternatives serve a different purpose, fully explain as requested in the general comments. Priority must be given to completing these projects in the near term. (TROY)

Chapter 6

The wet weather capacity discussion must mention where collection system capacity limits flow delivery to the WWTPs. (Examples: 1. Influent flows to ACSD South are restricted by the sluice gates. 2. Influent flows to RCSD are restricted by pump station capacity.) (ALL)

6.2 and 6.3 Considering the capacities of ACSD North and South, it appears there may be an opportunity to divert some flow from the overburdened South sewershed to the North Plant. This could reduce the overall volume of CSO. This must be evaluated in the LTCP. (ALB, COHOES, GI, WAT, ACSD)

Chapter 7

7.3 Scenarios 2 and 2A presume that there will be improvements in headwaters and tributary water quality. Because the tributaries in questions flow through Albany Pool communities and improvements are required to ensure maintenance of water quality standards in the Hudson River, the LTCP must include the projects necessary to produce and maintain the improvements in order to support the recommended control strategy. (ALL)

7.3 The sanitary loading may be greater in the morning or evening based on a typical diurnal curve. The executive summary indicates that the noon value was compared to the daily average but was not compared to the value when the sanitary loading is greatest. Identify whether the number of exceedances increases if the geometric means are calculated based on values other than noon (12 pm). If so, evaluate compliance using the more conservative values. (ALL)

7.3 Determine whether water quality standards would be met year-round if disinfection was performed year-round. (ALL)

7.3 Identify the daily maximum fecal coliform concentration that could be achieved by the recommended alternatives. (ALL)

7.4 This subsection provides a summary of a screening analysis of CSO abatement technologies. The list includes quantity and quality source control measures; collection system controls; CSO storage technologies; and CSO treatment technologies. For each potential individual control option, the LTCP indicates whether that technology should be included as part of the LTCP strategy. The results of this evaluation included: the practice is already being implemented and it should be continued; the practice should be adopted as part of the LTCP; or the practice is “not feasible or appropriate.” However, the LTCP provides no information on the screening process itself or the criteria to determine whether an individual control option should be retained or rejected. Therefore, the alternatives screening process is incomplete. Revise this subsection to include an approvable alternatives screening process. (ALL)

Pages 7-3 to 7-5, Identification and Screening of CSO Abatement Technologies: Table 7-2 provides a listing of CSO abatement technologies. For the technologies deemed not feasible or appropriate, ~~should~~ more justification shall be provided for each technology regarding why it is

not appropriate. Provide the information relied upon and the rationale supporting the rejection of each such CSO abatement technology. (ALL)

Page 7-6: Green Infrastructure Strategies: Explain the promotion of Green Infrastructure Practices within Municipal Capital Improvement Programs, and describe how such promotion efforts will be accomplished. (ALL)

7.9, Summary of Recommended CSO LTCP : More detail must be provided on each of the proposed projects. Include a narrative summary/description for each project. (Examples: 1. Explain if the RCSD Pump Station upgrade project increases Pump Station capacity to the 63.5 MGD plant capacity. 2.- Explain what the water quality webpage will include. (ALL)

Cost/performance considerations. Cost for the various projects is provided in Chapter 7 and summarized in Table 7-2. However, these costs are not related to performance. As with the evaluation of alternatives, there is no comparison of different potential control scenarios that would allow the reader to evaluate the tradeoffs in cost versus benefit of individual projects. There is also no “knee of the curve” analysis to show where increased CSO control yields diminishing incremental returns. Summarize the cost and potential benefits of all proposed projects in the form of a table. Information should be presented to demonstrate the following:

- Sufficient information to determine if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.
- Cost/performance curves that demonstrate if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.

(ALL)

Post construction compliance monitoring program. The LTCP proposes a robust post construction compliance monitoring program that is summarized in Section 7-11. The post construction compliance monitoring program focuses on evaluating the same beach sites monitored during the receiving water monitoring to ensure that water quality standards at sensitive areas are met. Clearly outline how the post construction information will be presented.

(ALL)

Chapter 9

9.2 The water quality webpage should be implemented as soon as possible. Indicate when this can be developed. Explain why is there so much time (5 years) in the schedule for implementation of the WQ webpage. (ALL)

9.4.3 An additional river transect(s) should be considered in the Hudson River mid-pool to determine attainment throughout the Albany Pool. Sampling must cover the waters other than the Hudson River with CSO outfalls (see comments in this Attachment on Chapter 2, above). (ALL)

9.4.4 Sampling events must be coordinated to capture wet-weather events. Expand the subsection to confirm and describe how this will be accomplished. (ALL)

9.4.4.2 Clarify in this subsection that if wet-weather conditions are causing or contributing to non-attainment, existing information will first be used to try to determine which source(s) should be addressed prior to undertaking an additional monitoring and modeling study. (ALL)

Chapter 10

Discussion of public participation. Chapter 10 of the LTCP is devoted to public participation. The LTCP makes it clear that the stakeholders and the general public had multiple opportunities for becoming involved in the LTCP process. However, there does not appear to be a summary of any input that the public had into the process, and how any public input was addressed. Supplement this section to include this public input. (ALL)

Appendix J, Chapter 1

1.3.5.1 Wastewater Treatment Plant Improvements

Provide a thorough analysis of increasing the capacity of the Albany County Sewer District (ACSD) and Rensselaer County Sewer District (RCSD) Wastewater Treatment Plants to handle higher peak wet weather flows because this is one way to reduce the frequency and volume of untreated CSO discharges upstream in the collection system. A justification is required for the cut off point for secondary bypasses and/or a feasible alternatives assessment for the secondary bypasses. Appendix J of the LTCP addresses some WWTP improvements but does not mention anything about expansion of primary or secondary capacity. (ACSD, RCSD)

GENERAL COMMENTS: (ALL)

The Best Management Practices and implementation of the 9 minimum (or 15 minimum as numerated in the conditions in the permits) controls have not been fully developed. Many of the items in the LTCP should have been completed under a fully executed BMP. For example, the Dry Weather Overflows (DWOs) should have been addressed under the BMPs.

The projects identified are expected to meet water quality standards and attain the best usage for the Hudson River in the Albany Pool area. Revise the sequencing of the projects to address projects with the greatest benefit(s) first.

The Proposed Implementation Schedule (Figure 9-3), needs to be modified to group projects into sub-categories that can easily be put into a schedule of compliance/consent order for the individual permits for the communities.

Consideration of sensitive areas. There is no specific discussion of sensitive areas. However, the compliance strategy is based on achieving water quality standards at two potential beach sites during the recreation season. These beach sites could reasonably be assumed to be the sensitive areas of concern. The LTCP should refer to these sites as sensitive areas, and properly address them as such in accordance with the EPA CSO Policy and guidance.

Wet Weather Operational Plan. There is no explicit operation plan included in the LTCP, nor is their explicit discussion of the future operation of the collection system and the WWTPs to manage CSOs or minimize their impacts. The LTCP needs to refer to status of BMP #5 (an approved Wet Weather Operating Plan) for each of the three sewer districts. Additionally, there needs to be an inter-municipal wet weather operating plan for the CSS to control and minimize CSOs.

Justification for “laterally well-mixed” assumption. The Albany Pool LTCP treats the Hudson River as laterally well-mixed in the impact assessment and modeling and asserts that little lateral variation was observed for bacteria concentrations during dry and wet weather (see, for example, Executive Summary subsections 2.1.1.1 and 2.1.1.3 as well as Chapter 2 subsection 2.4.4 and 2.6). Provide additional explanation, analysis and justification of the adequacy of the laterally well-mixed approach for assessing river bacteria compliance.

KEY:

ALB – Albany
COHOES – Cohoes
GI – Green Island
REN – Rensselaer
TROY -- Troy
WAT – Watervliet

ACSD – Albany County Sewer District
RCSD – Rensselaer County Sewer District

Memorandum

DATE: October 13, 2011
FROM: Tim Schmitt, John Marr
PROJECT:
TO: Stan Stephansen, EPA Region 2
CC: Jim Collins, Tetra Tech
SUBJECT: Review of Albany Pool CSO LTCP

Background

As requested by EPA Region 2, LimnoTech has reviewed the Albany Pool CSO Long Term Control Plan (LTCP), dated June 30, 2011, and associated documents, including the SPDES permits for the Albany Pool facilities, EPA's 1994 CSO Control Policy, EPA guidance documents (Guidance for Nine Minimum Controls; Guidance For Long-Term Control Plan; Guidance For Monitoring and Modeling; Guidance: Coordinating Combined Sewer Overflow (CSO) Long-Term Planning with Water Quality Standards Reviews; Guidance for Financial Capability Assessment and Schedule Development; Combined Sewer Overflows Guidance For Funding Options; CSO Post Construction Compliance Monitoring; and LTCP Checklist Evaluation), and the New York State Department of Environmental Conservation Long Term Control Plan Guidance. LimnoTech completed a LTCP Checklist for the Albany Pool CSO Long Term Control Plan, and also developed this document to summarize our findings and recommendations regarding the LTCP.

Synopsis of Review

While the LTCP is comprehensive and includes most of the major elements required of a LTCP, it seems flawed with respect to the basic goal of controlling CSOs. The control strategy discussed in this document focuses on controlling non-CSO sources of bacteria such that CSOs will not preclude attainment of water quality standards in the mainstems of the Hudson or Mohawk Rivers. However, the LTCP will only result in a 25 percent reduction in CSO volume, and will not actually reduce the overall number of CSOs compared to the present. In addition, while the study focuses on attainment of water quality standards in the mainstems of the Hudson and Mohawk Rivers, CSOs also discharge into several tributaries of the Hudson and Mohawk Rivers, and this is not addressed. The document contains little information on how the controls that do focus on CSOs were chosen and what the goals are for CSO control as opposed to the goals for bacteria control). Finally, there is very little information presented regarding the selected control approach and any potentially feasible alternatives to this approach. There is no "knee of the curve" analysis to evaluate the incremental costs of additional CSO controls to determine whether increased control can be achieved at a reasonable cost.

LTCP Review

The remainder of this document discusses the LTCP and its specific elements, and how the LTCP conforms to expectations of the CSO Control Policy, LTCP requirements, and other guidance.

Elements of CSO LTCP

The Albany Pool CSO Long Term Control Plan contains most of the major required elements of a LTCP, including:

- Characterization, monitoring and modeling. The LTCP includes an abundance of information on this aspect of the LTCP. Chapter 2 includes discussions of receiving water monitoring; Chapter 3 discusses CSS mapping; Chapter 4 discusses CSS monitoring; and Chapter 5 discusses CSS, CSO, and receiving water monitoring. Modeling of the receiving waters is critical to predict compliance with water quality standards after implementation of the recommended control program.
- Discussion of public participation. Chapter 10 of the LTCP is devoted to public participation. The LTCP makes it clear that the stakeholders and the general public had multiple opportunities for becoming involved in the LTCP process. However, there does not appear to be a summary of any input that the public had into the process, and how any public input was addressed.
- Consideration of sensitive areas. There is no specific discussion of sensitive areas. However, the compliance strategy is based on achieving water quality standards at two potential beach sites during the recreation season. These beach sites could reasonably be assumed to be the sensitive areas of concern.
- Evaluation of alternatives. Section 7.4 of the LTCP provides a summary of a screening analysis of CSO abatement technologies. The list includes quantity and quality source control measures; collection system controls; CSO storage technologies; and CSO treatment technologies. For each potential individual control option, the LTCP indicates whether that technology should be included as part of the LTCP strategy. The results of this evaluation included: the practice is already being implemented and it should be continued; the practice should be adopted as part of the LTCP; or the practice is “not feasible or appropriate.” However, the LTCP provides no information on the screening process itself or the criteria to determine whether an individual control option should be retained or rejected. Therefore, it is difficult to determine whether the control plan chosen is the best option.
- Cost/performance considerations. Cost for the various projects is provided in Chapter 7 and summarized in Table 7-2. However, these costs are not related to performance. As with the evaluation of alternatives, there is no comparison of different potential control scenarios that would allow the reader to evaluate the tradeoffs in cost versus benefit of individual projects. There is also no “knee of the curve” analysis to show where increased CSO control yields diminishing incremental returns.
- Operational plan. There is no explicit operation plan included in the LTCP, nor is their explicit discussion of the future operation of the collection system and the WWTPs to manage CSOs or minimize their impacts.
- Maximization of treatment at the existing WWTPs. Chapter 6, Wastewater Treatment Plant Wet Weather Capacity Study, summarizes the capacity analysis for each WWTP that is required as part of the SPDES permit. The purpose of the studies was to determine process and hydraulic capacities and to identify cost effective alternatives to increase the

WWTP's ability to handle sustained wet weather flows while complying with the effluent limits specified in the plant's SPDES permits.

- Implementation schedule. Chapter 9 of the LTCP summarizes the proposed implementation schedule for the LTCP. The LTCP proposes an implementation schedule of 15 years for the CSO controls, with the WWTP disinfection projects (which are already required by the WWTP SPDES permits) at the beginning of the schedule. The proposed 15-year schedule is supported by a financial capability analysis, which is summarized in Chapter 8.
- Post construction compliance monitoring program. The LTCP proposes a robust post construction compliance monitoring program that is summarized in Section 7-11. The post construction compliance monitoring program focuses on evaluating the same beach sites monitored during the receiving water monitoring to ensure that water quality standards at sensitive areas are met.

Consistency with NYDEC LTCP Requirements

The Albany Pool LTCP is generally consistent with NYDEC LTCP requirements. The LTCP includes discussions of public participation, CSS characterization (including review of rainfall and CSS records; CSO and water quality monitoring; identification of sensitive areas; and CSS and receiving water monitoring); discussion of CSO control alternatives; evaluation of CSO control alternatives and selection of a strategy; inclusion of a schedule; and inclusion of a post construction compliance monitoring plan. Our review concludes that several of the NYDEC LTCP requirements were not met, including:

- Sufficient information to determine if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.
- Cost/performance curves that demonstrate if the planned control program will provide the maximum pollution reduction benefits reasonably attainable.
- Discussion of a wet weather operating plan.

These specific requirements are also part of EPA's expectations for LTCPs, and so these deficiencies are discussed in other sections within this document.

Receiving Water Quality Assessment and Modeling

Lateral Well Mixed River System: The Albany Pool LTCP treats the Hudson River as laterally well-mixed in the impact assessment and modeling and makes repeated assertions that no significant lateral differences were observed for bacteria concentrations during dry and wet weather. The physical characteristics of the river and CSO discharges and the large apparent differences side to side shown in the 2008-2009 wet weather data (Figures 5-2 to 5-9 of *Receiving Water Quality Assessment*, February 2009) seem to conflict with this important modeling assumption. This particular situation, with surface and near surface CSO discharges to a 1,000-foot-wide river with non-turbulent river flow and negligible sinuosity, disfavors rapid lateral mixing, even with some tidal influence present. In addition, the wet weather fecal coliform and E.coli river data presented in a companion report (*Receiving Water Quality Assessment, Albany Pool Part B Long Term Control Plan*, dated February 2009) exhibit what appear to be significant lateral differences at locations downstream of CSOs - sometimes an order of magnitude and more. The general rule of thumb for determining a river situation to be laterally well mixed for chemical constituents (e.g. dye, salinity, conductivity, etc.) is no more than a 5 or 10 percent difference side-to-side, though the inherent imprecision of bacteria count

measurements warrants a less stringent application. Using laterally averaged forecasts from the one-dimensional river model combined with the 30 day geometric standard could, in LimnoTech's opinion, overestimate bacteria standard compliance along the east and west sides due to discharges from CSOs. Additional analysis and justification therefore should be provided confirming the adequacy of the laterally well-mixed approach for assessing river bacteria compliance. Additional justification could include some combination of the following approaches: detailed statistical and group comparisons of existing coincidental bacteria samples at CSO-impacted transects- especially at peak concentrations; analysis of the lateral homogeneity of available river conductivity and temperature measurements; a dye study during representative wet weather conditions; or river plume modeling of representative CSO discharges during typical wet weather conditions using a generally accepted model like CORMIX or VisualPlumes.

Tributary Impacts: There are several statements in the Albany Pool LTCP that suggest that there are CSO discharges directly into tributaries that each presumably have less dilution and assimilative capacity than the Hudson River. There were no data or evaluations presented of the CSO impacts on the tributaries or CSO controls to achieve compliance with the water quality standards therein. If indeed there are existing CSO discharges to the tributaries, then they should be evaluated and addressed as part of the overall Albany Pool LTCP. Bacteria and perhaps also dissolved oxygen water quality standard compliance might be issues for the tributaries receiving CSO discharges.

CSO Control Strategy

The primary strategy of the plan in the LTCP is to control WWTP and upstream sources of bacteria (both tributary sources and sources to the mainstem of the Hudson River) such that the remaining CSOs do not preclude the attainment of water quality standards in the Hudson River. However, LimnoTech is concerned about several ramifications of this strategy and the details leading to the formation of this strategy. First, this strategy actually has very little focus on CSOs, and instead focuses on other sources of bacteria. In that respect, this is really a watershed bacteria control plan, and not a CSO LTCP. For example, Table 5 in the Executive Summary shows that controls proposed in this LTCP will result in no reduction in the number of CSOs and will capture only about 25 percent additional volume of CSOs versus the current baseline. Table 7-4 lists projects recommended as part of the LTCP. Approximately \$31M are devoted to upgrading the three WWTPs in the Albany Pool system for disinfection and enhanced screening, degritting and settling. According to Section 9.2 of the LTCP, the Albany County Sewer District (ACSD) and Rensselaer County Sewer District (RCSD) SPDES permits include requirements for implementation of seasonal disinfection. ACSD is required to install and commence operation of disinfection facilities at their WWTPs within 30 months of approval of the LTCP, while RCSD is required to complete disinfection facilities by September 2012. Therefore, these facilities would implement seasonal disinfection regardless of the development and implementation of the CSO LTCP. The CSO LTCP also includes \$15.7M in system optimization and BMP implementation; \$32.1M in sewer separation and stormwater storage; \$25.8M in floatables control projects; \$2.8M in tributary enhancements (primarily trackdown of non-CSO bacteria sources); and \$1.5M in "additional poolwide projects," such as a water quality advisory webpage and an asset management plan. The total projected cost of the CSO LTCP is \$109.6M.

Analyzing the percentage of spending on different control types, the primary strategies of adding disinfection at WWTPs and reducing bacteria in tributary streams is approximately 17 percent of the cost of the LTCP (\$18.77M out of \$109.6M). Looking at the costs another way, WWTP and

tributary projects are approximately 31.5 percent of the cost of the LTCP (\$34.5M out of \$109.6M), while 14 percent is devoted to system optimization and BMPs (\$15.7M out of \$109.6M), 23 percent to floatables control (\$25.75M out of \$109.6M), 29 percent to sewer separation and stormwater storage (\$32.1M out of \$109.6M); and a little over one percent (\$1.5M out of \$109.6M) to Additional Pool-Wide Projects. Of these projects, the system optimization and BMPs and sewer separation and stormwater storage projects, which represent 43 percent of the cost of the LTCP, are the most directly applicable to addressing CSO frequency and volume, while the floatables control projects relate more directly to water quality.

Although 43 percent of the cost of the LTCP is devoted to system optimization and BMPs and sewer separation and stormwater storage projects to control CSO frequency and volume, there is almost no detail provided regarding the specifics of these projects. No information is provided on the details of these projects with respect to their impact on individual CSOs, the benefit versus the expense of the project, or how it was determined that this specific suite of projects provided the optimal amount of CSO control for the cost. At several points in the LTCP, the document refers to the increased percent capture of CSO volume that would occur as a result of the LTCP, but nowhere are other potential CSO control alternatives given to allow the reader to determine if the recommended scenario provides the most benefit for the dollars, or if other control alternatives should be explored.

In summary, the Albany Pool LTCP does not provide detailed information on the costs and benefits of individual projects, and so the reader cannot evaluate the potential benefits of projects to CSO controls versus non-CSO controls to determine the specific tradeoffs between reducing CSO impacts versus achieving improved water quality without CSO benefit.

Recommendations

The Albany Pool LTCP is a comprehensive, well-written document that appears to offer a strategy for achieving compliance with bacteria water quality standards at identified sensitive areas. However, the assumptions underlying the modeling of compliance scenarios are based on a well-mixed river system, and this may not be the case. We recommend that the LTCP be updated to provide more evidence that the assumptions of a well-mixed river system are valid.

The LTCP also seems to ignore CSO-related water quality concerns in the tributaries. There is no information on the water quality standards in the tributaries, how CSOs contribute to any impairments in the tributaries, and how this LTCP will achieve water quality standards in the tributaries. We recommend that the LTCP be updated to address these issues.

In addition, the LTCP seems to be more of a watershed-based strategy for achieving water quality standards, rather than a CSO control plan. Most of the plan is devoted to non-CSO controls (e.g., disinfection at WWTPs; control of upstream sources of bacteria), and the plan does not reduce CSO frequency at all, and only reduces overall CSO volume by 25 percent. While the main water quality goal of this document is clear, this goal is not specifically a CSO control goal, and the specific reasoning behind the chosen CSO control approaches is unclear. We recommend that the LTCP be updated to discuss various alternatives for CSO control (not non-CSO control approaches like disinfection at WWTPs), and that the discussion of CSO controls include a clear discussion of the goals of the CSO control program (e.g., reduce number of CSO discharges by X percent and reduce CSO overflow volume by x percent), and provide a “knee of the curve” analysis that shows incremental costs of increased CSO control. This type of discussion and analysis is critical for providing stakeholders with the data they need to help

make informed decisions about the level of CSO control that is technically and financially feasible.

APPENDIX B
CONSENT ORDER COMPLIANCE SCHEDULE

Albany Pool CSO LTCP Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
Process Improvements at Wastewater Treatment Plants		
RCSD	Primary Sludge Degritting	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
RCSD	Evaluation of Secondary Clarification Improvements	Task Start Date: 6/1/19 Task Completion Date: 6/1/20
BMPs/System Optimization		
Albany Water Board	McCormack Pump Station Upgrades, City of Albany	Construction Completion Date: 9/30/14 Operational Start-Up Date: 9/30/14
Albany Water Board	Sewer Rehabilitation Projects Throughout the City of Albany	Construction Completion Date: 12/15/13 Operational Start-Up Date: 12/15/13
APCs	Remove Schyler Overflow, City of Albany	Completed Plans & Specifications: 10/1/26 NTP to Construction: 4/1/27 Construction Completion Date: 12/15/27 Operational Start-Up Date: 12/15/27
APCs	Remove Liberty Overflow, City of Albany	Completed Plans & Specifications: 10/1/25 NTP to Construction: 4/1/26 Construction Completion Date: 12/15/26 Operational Start-Up Date: 12/15/26
APCs	Modify Bouck Regulator, City of Albany	Completed Plans & Specifications: 10/1/26 NTP to Construction: 4/1/27 Construction Completion Date: 12/15/27 Operational Start-Up Date: 12/15/27
APCs	Improvements at up to Eleven Regulators, City of Cohoes	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Swan Street and Hamilton Street Regulator Improvements, Village of Green Island	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Improvements at Five Regulators, City of Watervliet	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
City of Rensselaer	Partition Street Trunk Sewer Evaluation, City of Rensselaer	Task Start Date: 9/1/13 Task Completion Date: 3/1/14
RCSD	Upgrade Pump Stations Located in Rensselaer	Completed Plans & Specifications: 3/1/14 NTP to Construction: 7/1/14 Construction Completion Date: 4/15/15 Operational Start-Up Date: 4/15/15
RCSD	Upgrade Pump Stations Located in Troy	Completed Plans & Specifications: 9/1/14 NTP to Construction: 3/1/15 Construction Completion Date: 4/1/16 Operational Start-Up Date: 4/1/16
RCSD	Regulator Capacity Improvements	Completed Plans & Specifications: 10/1/14 NTP to Construction: 4/1/15 Construction Completion Date: 12/15/15 Operational Start-Up Date: 12/15/15

Albany Pool CSO LTCP Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
APCs	Outside Community Metering	Completed Plans & Specifications: 10/1/17 Construction Start Date: 4/1/18 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
APCs	18th Street and Avenue A Weir Improvements, City of Watervliet	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
Sewer Separation/Stormwater Storage		
APCs	Marietta Place Stormwater Storage Facility, City of Albany	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
APCs	Mereline Combined Sewage Storage, City of Albany	Completed Plans & Specifications: 10/1/18 NTP to Construction: 4/1/19 Construction Completion Date: 12/15/20 Operational Start-Up Date: 12/15/20
APCs	Upper Washington Avenue Groundwater Recharge, City of Albany	Completed Plans & Specifications: 2/15/14 NTP to Construction: 8/15/14 Construction Completion Date: 12/15/15 Operational Start-Up Date: 12/15/15
APCs	Melrose/Winthrop Groundwater Recharge Basins, City of Albany	Completed Plans & Specifications: 10/1/14 NTP to Construction: 4/1/15 Construction Completion Date: 12/15/16 Operational Start-Up Date: 12/15/16
APCs	Vliet Street Sewer Rehabilitation, Replacement and Separation, City of Cohoes	Completed Plans & Specifications: 10/1/21 NTP to Construction: 4/1/22 Construction Completion Date: 12/15/23 Operational Start-Up Date: 12/15/23
APCs	Manor Avenue Sewer Rehabilitation, Replacement and Separation, City of Cohoes	Completed Plans & Specifications: 10/1/26 NTP to Construction: 4/1/27 Construction Completion Date: 12/15/27 Operational Start-Up Date: 12/15/27
APCs	Columbia Street Phase II Separation, City of Cohoes	Completed Plans & Specifications: 10/1/21 NTP to Construction: 4/1/22 Construction Completion Date: 12/15/22 Operational Start-Up Date: 12/15/22
APCs	George Street Sewer Separation, City of Cohoes	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Middle Vliet Street Sewer Separation, City of Cohoes	Completed Plans & Specifications: 10/1/16 NTP to Construction: 4/1/17 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Partition Street/Broadway Sewer and Drain Improvements, City of Rensselaer	Completed Plans & Specifications: 3/1/14 NTP to Construction: 9/1/14 Construction Completion Date: 12/31/15 Operational Start-Up Date: 12/31/15

Albany Pool CSO LTCP Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
APCs	123rd Street Stream Separation, City of Troy	Completed Plans & Specifications: 10/1/18 NTP to Construction: 4/1/19 Construction Completion Date: 12/15/20 Operational Start-Up Date: 12/15/20
APCs	Van Buren Street Stream Separation, City of Troy	Completed Plans & Specifications: 10/1/22 NTP to Construction: 4/1/23 Construction Completion Date: 12/15/24 Operational Start-Up Date: 12/15/24
APCs	Polk Street Stream Separation, City of Troy	Completed Plans & Specifications: 10/1/21 NTP to Construction: 4/1/22 Construction Completion Date: 12/15/22 Operational Start-Up Date: 12/15/22
APCs	Hoosick Street Storm Sewer Extension, City of Troy	Completed Plans & Specifications: 10/1/17 NTP to Construction: 4/1/18 Construction Completion Date: 12/15/18 Operational Start-Up Date: 12/15/18
Green Infrastructure Program		
APCs	Performance of a Codes and Local Law Review	Task Start Date: 8/1/15 Task Completion Date: 8/1/16
APCs	Green Infrastructure Technical Design Guidance	Task Start Date: 8/1/15 Task Completion Date: 8/1/17
APCs	Documentation/Reporting of New Public and Private Green Projects	Task Start Date: 8/1/14 Task Completion Date: 3/1/19
APCs	Completion of a Feasibility Assessment for a "Green Infrastructure Banking System"	Task Start Date: 8/1/15 Task Completion Date: 8/1/17
APCs	Quail Street Green Infrastructure Project, City of Albany	Completed Plans & Specifications: 10/1/14 NTP to Construction: 4/1/15 Construction Completion Date: 12/15/16 Operational Start-Up Date: 12/15/16
APCs	North Swan Street Park Revitalization, City of Albany	Completed Plans & Specifications: 12/15/13 NTP to Construction: 6/15/14 Construction Completion Date: 12/15/15 Operational Start-Up Date: 12/15/15
APCs	Route 32 Green Street Project, City of Watervliet	Completed Plans & Specifications: 10/1/15 NTP to Construction: 4/1/16 Construction Completion Date: 12/15/17 Operational Start-Up Date: 12/15/17
APCs	Monument Square Green Infrastructure Project, City of Troy	Completed Plans & Specifications: 10/1/15 NTP to Construction: 4/1/16 Construction Completion Date: 12/15/16 Operational Start-Up Date: 12/15/16
Village of Green Island	Albany Avenue Green Street Project, Village of Green Island	Construction Completion Date: 12/15/14 Operational Start-Up Date: 12/15/14

Albany Pool CSO LTCP Schedule of Compliance

Responsible Party has advanced construction plans and specifications, and in some cases, construction activities have commenced.

Responsible Party	Project Name	Project Milestones/Deadlines
Satellite Treatment and/or Floatables Control Facilities		
APCs	"Big C" Disinfection and Floatables Control Facility, City of Albany	Begin Preliminary Design Report: 8/1/15 Completed Preliminary Design Report: 8/1/16 Begin SEQR & Eminent Domain Process: 2/1/17 Completed SEQR & Eminent Domain Process: 2/1/21 Begin Final Design: 12/15/18 Completed Plans & Specifications: 10/1/20 NTP to Construction: 4/1/21 Construction Completion Date: 12/15/22 Operational Start-Up Date: 5/1/23
APCs	Floatables Control Facility for CSO 026 Outfall (Regulators Maiden, Stuben and Orange), City of Albany	Completed Plans & Specifications: 10/1/17 NTP to Construction: 4/1/18 Construction Completion Date: 12/15/19 Operational Start-Up Date: 12/15/19
APCs	Floatables Control Facility for CSO 030 Outfall (Regulators Quackenbush, Jackson and Livingston), City of Albany	Completed Plans & Specifications: 10/1/17 NTP to Construction: 4/1/18 Construction Completion Date: 12/15/19 Operational Start-Up Date: 12/15/19
APCs	"Little C" Floatables Control Facility, City of Cohoes	Completed Plans & Specifications: 10/1/24 NTP to Construction: 4/1/25 Construction Completion Date: 12/15/26 Operational Start-Up Date: 12/15/26
Tributary Enhancements		
APCs	Investigate Non-CSO Bacteria Sources Along Mill Creek, Poesten Kill, and Wynants Kill	Task Start Date: 4/1/16 Task Completed Date: 12/15/17
APCs	Cross Street Sewer Outfall Repairs and/or Replacment, City of Troy	Completed Plans & Specifications: 4/1/14 NTP to Construction: 8/1/14 Construction Completion Date: 12/15/14 Operational Start-Up Date: 12/15/14
City of Troy	Cross Street Trunk Sewer Rehabilitation Phase I, City of Troy	Construction Completion Date: 12/15/14 Operational Start-Up Date: 12/15/14
APCs	Cross Street Trunk Sewer Rehabilitation Phase II, City of Troy	Completed Plans & Specifications: 10/1/24 NTP to Construction: 4/1/25 Construction Completion Date: 12/15/25 Operational Start-Up Date: 12/15/25
Additional Pool-Wide Projects		
APCs	Discharge Notification System for Albany Pool CSOs	Task Start Date: 12/1/13 Task Completion Date: 12/1/14
APCs	Hudson River Water Quality Public Advisory	Task Start Date: 4/1/18 Task Completion Date: 4/1/19
APCs	Development of the Post-Construction Monitoring Program	Task Start Date: 4/1/14 Task Completion Date: 10/1/14
APCs	Implementation of the Post-Construction Monitoring Program	Task Start Date: 5/1/15 Task Completion Date: 10/1/27
APCs	Execution of IMA(s) in compliance with Section V(C) of the Order on Consent	Task Start Date: Effective Date of the Order on Consent Task Completion Date: 15 Months after the Effective Date of the Order on Consent
Albany Water Board, Cohoes, Watervliet, Green Island	Sewer System Operations, Maintenance and Inspection Plans	Task Start Date: 4/1/14 Task Completion Date: 12/1/15
Albany Water Board, Cohoes, Watervliet, Green Island	Asset Management Plans	Task Start Date: 4/1/15 Task Completion Date: 12/1/17

APPENDIX C
LTCP APPROVAL LETTER

New York State Department of Environmental Conservation

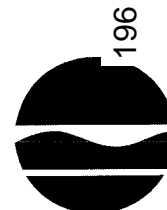
Division of Water,

Bureau of Water Permits, 4th Floor

625 Broadway, Albany, New York 12233-3505

Phone: (518) 402-8111 • Fax: (518) 402-9029

Website: www.dec.ny.gov



Joe Martens
Commissioner

January 15, 2014

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Albany Water Board
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Mr. Gary Nathan, P.E.
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Mr. Rocco Ferraro
Executive Director
CDRPC
One Park Place
Albany, NY 12205
rocky@cdrpc.org

Re: Albany Pool Long Term Control Plan, as revised September 2013
SPDES Permit No. NY-002 5747 (City of Albany)
SPDES Permit No. NY-002 6026 (City of Rensselaer)
SPDES Permit No. NY-009 9309 (City of Troy)
SPDES Permit No. NY-003 0899 (City of Watervliet)
SPDES Permit No. NY-003 1046 (City of Cohoes)
SPDES Permit No. NY-003 3031 (Village of Green Island)
Order on Consent # CO 4-20120911-01

To the above-listed addressees:

The New York State Department of Environmental Conservation (NYSDEC) has reviewed your September 2013 Long Term Control Plan ("LTCP") Supplement that addressed the NYSDEC December 2012 comments on the draft LTCP dated June 30, 2011. The Supplement was

thereafter replaced with a document entitled, "October 2013 Albany Pool CSO Long Term Control Plan Supplemental Documentation." The proposed 2011 LTCP and its October 2013 Supplement are hereby approved as the Albany Pool LTCP.

The term "Albany Pool" refers to six communities (the cities of Albany, Cohoes, Rensselaer, Troy and Watervliet, and the Village of Green Island) that own or operate Combined Sewer Overflow ("CSOs") outfalls in the local reach of the Hudson River. The Albany Pool LTCP was prepared by the six Albany Pool Communities as well as the two above-listed county sewer districts under the project management and coordination of the Capital District Regional Planning Commission. NYSDEC evaluated the draft LTCP and Supplements under the standards of Section 402(q)(1) of the Clean Water Act and the specific terms of the New York State Pollutant Discharge Elimination System ("SPDES") permits that cover the Albany Pool communities and the two county sewer districts. To be approvable, the draft LTCP and Supplement also had to meet the U.S. Environmental Protection Agency ("USEPA") Combined Sewer Overflow Control Policy, enacted as federal law at Federal Register Volume 59, Number 75, pages 18688-18698 ("USEPA Policy").

The approved Albany Pool LTCP includes the following documents:

1. The June 30, 2011 Albany Pool CSO LTCP, including its appendices:
 - a. Appendix A - Receiving Water Quality Sampling Plan
 - b. Appendix B - Receiving Water Quality Report (2008 Sampling)
 - c. Appendix C - Albany Pool Tributary Water Quality Assessment Report (2009 Sampling)
 - d. Appendix D - DO Correspondence from DEC dated April 13, 2010
 - e. Appendix E - Combined Sewer System Monitoring Plan
 - f. Appendix F - Combined Sewer System Modeling Work Plan
 - g. Appendix G - CSO Model Development and Baseline Conditions Report
 - h. Appendix H - Receiving Water Quality Model Development Report
 - i. Appendix I - WWTP Wet Weather Capacity Study
 - j. Appendix J - Development and Evaluation of CSO Control Alternatives Report
 - k. Appendix K - Financial Capability Assessment
 - l. Appendix L - CAC Meeting Presentations
 - m. Appendix M - Public Meeting Presentations; and

2. The October 2013 Supplemental Documentation to the Albany Pool CSO LTCP, including its appendices:
 - a. Appendix N - Response to Comments
 - b. Appendix O - Program Definition
 - c. Appendix P - Program Implementation Schedule

In accordance with the terms of the above-referenced fully-executed Order on Consent, the approved Albany Pool LTCP is incorporated into and made an enforceable part of the Order on

Consent. Please ensure all staff and contractors working on the LTCP are fully familiar with the terms, deadlines, and requirements of the LTCP and the Order on Consent.

Paul Kolakowski, P.E., Project Engineer, has been assigned the Department's project manager for the implementation of the approved LTCP. Please contact Mr. Kolakowski at (518)402-8104 if you have any questions. Any questions about the Order on Consent should be directed to Carol Conyers, Esq. at (518) 402-9512.

Sincerely,



Koon Tang, P.E.

Director, Bureau of Water Permits

ec: Project Coordinator, Albany Pool LTCP Project
CDRPC, One Park Place, Albany, NY 12205
c/o rocky@cdrpc.org

Richard S. Davis, Esq., Principal
Beveridge & Diamond, P.C.
1350 I Street, NW Suite 700, Washington, DC 20005
RDavis@bdlaw.com

Appendix B

List of Agreements, Ordinances, and Other Instruments Enabling the District to Control Discharges to its Facilities

1. Albany County Sewer District Agreement with the City of Albany, executed December 3, 1970
2. Albany County Sewer District Agreement with the City of Cohoes, executed 12/28/1970
3. Albany County Sewer District Agreement with the City of Watervliet, executed 9/14/1970
4. Albany County Sewer District Agreement with the Town of Colonie, executed 8/4/1970
5. Albany County Sewer District Agreement with the Town of Guilderland, executed 8/17/1970
6. Albany County Sewer District Agreement with the Village of Colonie, executed 8/4/1970
7. Albany County Sewer District Agreement with the Village of Green Island, executed 4/15/1971
8. Albany County Sewer District Agreement with the Village of Menands, executed 8/4/1970
9. Albany County Sewer District Local Law F, 2008

Appendix C

[Responsibility Matrix]

CSO LTCP Matrix Of Responsibility

Unique Identifier	Project Name	Project Type	Responsible Party (Order & LTCP)	Project Location	CSO Outfall No.	Operation	Own	Maintain
APW-01	Discharge Notification System for Albany Pool CSOs	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-02	Execution of IMA(s) in compliance with Section V(C) of the Order on Consent	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-03	Development of the Post-Construction Monitoring Program (PCMP)	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-04	Sewer System Operations Maintenance and Inspection Plans	Additional Pool-Wide Projects	Albany Water Board, Cohoes, Watervliet, Green Island	N/A	All outfalls	N/A	N/A	N/A
APW-05	Asset Management Plans	Additional Pool-Wide Projects	Albany Water Board, Cohoes, Watervliet, Green Island	N/A	All outfalls	N/A	N/A	N/A
APW-06	Implementation of the Post-Construction Monitoring Program	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
APW-07	Hudson River Water Quality Public Advisory	Additional Pool-Wide Projects	APCs	N/A	N/A	N/A	N/A	N/A
BMP-01	Sewer Rehabilitation Projects	BMPs/System Optimization	Albany Water Board	Albany	A-016, A-012	AWB	AWB	AWB
BMP-02	McCormack Pump Station Upgrades	BMPs/System Optimization	Albany Water Board	Albany	A-016	AWB	AWB	AWB
BMP-03	Upgrade Pump Stations Located in Rensselaer	BMPs/System Optimization	RCSD	Rensselaer	R-002 to 010 (once regulators are opened)	RCSD	RCSD	RCSD
BMP-04	Regulator Capacity Improvements	BMPs/System Optimization	RCSD	Rensselaer County	T-001 to 043, 046A, 046B, 047, R-002, 003, 006, 010	RCSD	RCSD	RCSD
BMP-05	Upgrade Pump Stations Located in Troy	BMPs/System Optimization	RCSD	Troy	T-002 to 044	RCSD	RCSD	RCSD
BMP-06	18th St. and Ave. A Weir Improvements	BMPs/System Optimization	APCs	Watervliet	W-005	Watervliet	Watervliet	Watervliet
BMP-07	Improvements at Five Regulators	BMPs/System Optimization	APCs	Watervliet	W-001 to 004, 006	ACSD / Watervliet	Watervliet	ACSD / Watervliet
BMP-08	Improvements at up to Eleven Regulators	BMPs/System Optimization	APCs	Cohoes	C-001 to 007, 010 to 012, 015	ACSD / Cohoes	Cohoes	ACSD / Cohoes
BMP-09	Swan St. and Hamilton St. Regulator Improvements	BMPs/System Optimization	APCs	Green Island	GI-002, 003	ACSD/ Green Island	Green Island	ACSD/ Green Island
BMP-10	Outside Community Metering	BMPs/System Optimization	APCs	Troy	T-001, 024, 045	Troy	Troy	Troy
BMP-11	Remove Liberty Overflow	BMPs/System Optimization	APCs	Albany	A-022	AWB	AWB	AWB
BMP-12	Modify Bouck Regulator	BMPs/System Optimization	APCs	Albany	A-013	AWB	AWB	AWB
BMP-13	Remove Schuyler Overflow	BMPs/System Optimization	APCs	Albany	A-015	AWB	AWB	AWB
BMP-14	Partition St. Trunk Sewer Evaluation	BMPs/System Optimization	Rensselaer	Rensselaer	R-006	Rensselaer	Rensselaer	Rensselaer
GI-01	Albany Ave. Green St. Project	Green Infrastructure Program	Green Island	Green Island	GI-004	APCs - GI only	Green Island	APCs - GI only
GI-02	North Swan St. Park Revitalization	Green Infrastructure Program	APCs	Albany	A-030	APCs - GI only	AWB	APCs - GI only
GI-03	Quail St. Green Infrastructure Project	Green Infrastructure Program	APCs	Albany	A-016	APCs - GI only	AWB	APCs - GI only
GI-04	Monument Square Green Infrastructure Project	Green Infrastructure Program	APCs	Troy	T-030	APCs - GI only	Troy	APCs - GI only
GI-05	Route 32 Green St. Project	Green Infrastructure Program	APCs	Watervliet	Potential CSO's effected, W-001 to 004	APCs - GI only	Watervliet	APCs - GI only
GI-06	Documentation/Reporting of New Public and Private Green Projects	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
GI-07	Performance of a Codes and Local Law Review	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
GI-08	Completion of a Feasibility Assessment for a "Green Infrastructure Banking System"	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
GI-09	Green Infrastructure Technical Design Guidance	Green Infrastructure Program	APCs	N/A	N/A	N/A	N/A	N/A
PIW-01	Primary Sludge Degritting	Process Improvements at Wastewater Treatment Plants	RCSD	Rensselaer County	N/A	RCSD	RCSD	RCSD
PIW-02	Evaluation of Secondary Clarification Improvements	Process Improvements at Wastewater Treatment Plants	RCSD	Rensselaer County	N/A	RCSD	RCSD	RCSD
SSS-01	Upper Washington Ave. Groundwater Recharge	Sewer Separation/Stormwater Storage	APCs	Albany	A-016	AWB	AWB	AWB
SSS-02	Partition St./Broadway Sewer and Drain Improvements	Sewer Separation/Stormwater Storage	APCs	Rensselaer	R-006	Rensselaer	Rensselaer	Rensselaer
SSS-03	Melrose/Winthrop Groundwater Recharge Basins	Sewer Separation/Stormwater Storage	APCs	Albany	A-016	AWB	AWB	AWB

Unique Identifier	Project Name	Project Type	Responsible Party (Order & LTCP)	Project Location	CSO Outfall No.	Operation	Own	Maintain
SSS-04	George St. Sewer Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-008, 015	Cohoes	Cohoes	Cohoes
SSS-05	Middle Vliet St. Sewer Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-007	Cohoes	Cohoes	Cohoes
SSS-06	Marietta Place Stormwater Storage Facility	Sewer Separation/Stormwater Storage	APCs	Albany	A-013	AWB	AWB	AWB
SSS-07	Hoosick St. Storm Sewer Extension	Sewer Separation/Stormwater Storage	APCs	Troy	T-024	Troy	Troy	Troy
SSS-08	123rd St. Stream Separation	Sewer Separation/Stormwater Storage	APCs	Troy	T-002	Troy	Troy	Troy
SSS-09	Mereline Combined Sewage Storage	Sewer Separation/Stormwater Storage	APCs	Albany	A-013	AWB	AWB	AWB
SSS-10	Columbia St. Phase II Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-008, 015	Cohoes	Cohoes	Cohoes
SSS-11	Polk St. Stream Separation	Sewer Separation/Stormwater Storage	APCs	Troy	T-044	Troy	Troy	Troy
SSS-12	Vliet St. Sewer Rehabilitation Replacement & Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-007	Cohoes	Cohoes	Cohoes
SSS-13	Van Buren St. Stream Separation	Sewer Separation/Stormwater Storage	APCs	Troy	T-041	Troy	Troy	Troy
SSS-14	Manor Ave. Sewer Rehabilitation Replacement & Separation	Sewer Separation/Stormwater Storage	APCs	Cohoes	C-007	Cohoes	Cohoes	Cohoes
STCF-01	Floatables Control Facility for CSO 026 Outfall (Regulators Maiden Stuben and Orange)	Satellite Treatment and/or Floatables Control Facilities	APCs	Albany	A-026	APCs	AWB	APCs
STCF-02	Floatables Control Facility for CSO 030 Outfall (Regulators Quackenbush Jackson and Livingston)	Satellite Treatment and/or Floatables Control Facilities	APCs	Albany	A-030	APCs	AWB	APCs
STCF-03	"Big C" Disinfection and Floatables Control Facility	Satellite Treatment and/or Floatables Control Facilities	APCs	Albany	A-016	APCs	AWB	APCs
STCF-04	"Little C" Floatables Control Facility	Satellite Treatment and/or Floatables Control Facilities	APCs	Cohoes	C-008, 015	APCs	Cohoes	APCs
TE-01	Cross St. Sewer Outfall Repairs and/or Replacement	Tributary Enhancements	APCs	Troy	T-045	Troy	Troy	Troy
TE-02	Cross St. Trunk Sewer Rehabilitation Phase I	Tributary Enhancements	Troy	Troy	T-045	Troy	Troy	Troy
TE-03	Cross St. Trunk Sewer Rehabilitation Phase II	Tributary Enhancements	APCs	Troy	T-045	Troy	Troy	Troy
TE-04	Investigate Non-CSO Bacteria Sources Along Mill Creek Poesten Kill & Wynants Kill	Tributary Enhancements	APCs	Rensselaer County	N/A	N/A	N/A	N/A
TE-05	Cross Street Sewer Outfall Evaluation	Tributary Enhancements	Troy	Troy	T-045	Troy	Troy	Troy



Legislation Text

File #: TMP-1636, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting approval to renew the Inter-Municipal Agreement for the Albany Pool Combined Sewer Overflow Long Term Control Plan.

Date: 5/5/2020
 Submitted By: Angelo Gaudio
 Department: Water Purification District
 Title: Executive Director
 Phone: 518-598-9588
 Department Rep.
 Attending Meeting: Angelo Gaudio

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) Renewal of existing IMA

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) IMA Renewal

Contract Terms/Conditions:

Party (Name/address):
Multiple

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

Amount/Raise Schedule/Fee: N/A

Scope of Services: Mandated by NYS DEC pursuant to the Combined Sewer Overflow CSO Long Term Control Plan (LTCP) order on consent the Inter-municipal agreements IMA between sewer districts and the six (6) CSO communities.

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: NYDEC

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Appropriation Account and Line: NA
Appropriation Amount: NA

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) April 15, 2020 to April 14, 2025
Length of Contract: Five years

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 7 of 2015
Date of Adoption: 2/10/15

Justification: (state briefly why legislative action is requested)

The Water Purification District (District) is requesting legislative approval to renew the District Inter-Municipal Agreement (IMA) for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan (LTCP). The District IMA is required by the executed order on consent with NYSDEC dated January 15, 2014. The District IMA along with the community IMA's will facilitate the cooperative control of CSO discharges from the communities' inter-municipal combined sewer systems and the implementation of the approved LTCP. The "Albany Pool" Communities include the cities of Albany, Cohoes, Watervliet and the Village of Green Island who are also members of the Sewer District and the cities of Troy and Rensselaer. The Rensselaer County Sewer District is also required to execute a "District IMA".

The Capital District Regional Planning Commission ("CDRPC") has represented the Albany Pool CSO / LCP project as managers and legal consultants have drafted the District IMA that was presented and approved by NYSDEC. The Albany County Department of Law has also reviewed the original IMA and approved the form and content of the District IMA.

The IMA renewal will be for a five (5) year term that is set to run from April 15, 2020 to April 14, 2025. A copy of the existing District IMA is enclosed with this submission

RESOLUTION NO. 7

**AUTHORIZING AN AGREEMENT REGARDING THE ALBANY POOL
COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN**

Introduced: 2/9/15

By Law Committee and Ms. McKnight:

WHEREAS, The Albany County Sewer District requested authorization to enter into an Inter-Municipal agreement for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan with the City of Albany, Albany Water Board, City of Cohoes, Village of Green Island, City of Troy, City of Rensselaer and the City of Watervliet (“Albany Pool Communities”), and

WHEREAS, The agreement will facilitate the cooperative control of combined sewer overflow discharges from the communities’ inter-municipal combined sewer systems and implementations of the approved long term control plan, and

WHEREAS, This Honorable Body passed Resolution No. 468 for 2013 which authorized the execution of a NYS Department of Environmental Conservation order on consent to finalize terms, conditions and schedule of the Albany Pool Combined Sewer Overflow Long Term Control Plan, 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, Albany Water Board, City of Cohoes, Village of Green Island, City of Troy, City of Rensselaer and the City of Watervliet regarding the Combined Sewer Overflow Long Term Control Plan, and, be it further

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

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

Adopted by unanimous vote. 2/10/15



A collaboration between the cities of Albany, Cohoes, Troy, Watervliet & Rensselaer and the Village of Green Island

C/O Capital District Regional Planning Commission
One Park Place, Suite 102 | Albany, New York 12205
(518) 453-0850
www.albanypoolcso.org

Officers

President

William Simcoe, P.E.

Vice President

Gerard Moscinski,
P.E.

Secretary

Jeremy Smith

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Board Members

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Hon. Patrick Madden
Hon. Shawn Morse
Hon. Michael Manning
Hon. Richard Mooney
Hon. Ellen McNulty-Ryan

Designees

William Simcoe, P.E.
Garry Nathan, P.E.
Sean E. Ward
William Smart, P.E.
Jeremy Smith
Chris Wheland

January 9, 2020

Re: Albany Pool Communities District IMA Renewal

Board Members of the Corporation,

The City of Albany, by the Albany Water Board, the City of Cohoes, the Village of Green Island, the City of Troy and The City of Rensselaer collectively make up the "Albany Pool Communities."

Each of the Albany Pool Communities entered a Municipal Cooperation Agreement dated January 1, 2007 to prepare a Combined Sewer Overflow Long Term Control Plan ("LTCP") for submission to, and approval by, the New York State Department of Environmental Conservation ("NYSDEC").

The Albany Pool Communities, the Albany County Sewer District, the Rensselaer County Sewer District ("District") and NYSDEC entered an administrative Order on Consent dated January 15, 2014 ("Consent Order"), and NYSDEC approved the Albany Pool Communities' LTCP simultaneously with its execution of the Consent Order. The Albany Pool Communities entered into an Inter-Municipal Agreement dated February 25, 2015, providing for their cooperation in implementing the LTCP.

On April 15, 2015, The Albany Pool Communities and each of the two Districts entered into Agreements pursuant to the Consent Order, in order to allow the communities and the District to implement the LTCP and to establish the Parties' respective responsibilities with regard to the implementation of the LTCP. On the ground the fruit of this relationship is the Districts involvement in program administration, partnership on projects including regulator retrofits and the water quality sampling program.

Per SECTION 4.4. of each of the District IMAs, the term of the Agreements commenced as of April 14, 2015 and continues for as long as may be permitted pursuant to applicable law, including N.Y. General Municipal Law § 119-o and New York Local Finance Law § 11. The initial term of this Agreement continued through **April 14, 2020**. The Agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties.

On January 9, 2020, the Albany CSO Pool Communities Corporation Board, made up of representatives of each of the Pool Communities, passed a resolution accepting the language of the IMA renewal mechanism.

The enclosed IMA renewal mechanisms should be executed by each of the parties on or prior to April 14, 2020. This will to maintain compliance with the Order on Consent, and to enable the communities and districts to continue to work together in the advancement of LTCP projects.

Best,

Martin Daley
Director of Water Quality Programs/ Albany Pool Communities CSO LTCP Program Manger

Encl.

RENEWAL OF INTER-MUNICIPAL AGREEMENT
Combined Sewer Overflow
Long Term Control Plan
Inter-Municipal Agreement
Albany Pool Communities & Albany County Water Purification District

WHEREAS, the CITY OF ALBANY, by the ALBANY WATER BOARD (“Albany”), the CITY OF COHOES (“Cohoes”), the VILLAGE OF GREEN ISLAND (“Green Island”), the CITY OF TROY (“Troy”), the CITY OF RENSSELAER (“Rensselaer”), the CITY OF WATERVLIET (“Watervliet”) (collectively, the “Albany Pool Communities”) and the ALBANY COUNTY SEWER DISTRICT entered into an Inter-Municipal Agreement (“Agreement”), dated April 14, 2015; and

WHEREAS, Article 5-G of the New York General Municipal Law authorizes municipal corporations and districts to perform their functions, duties and powers on a cooperative basis with other municipal corporations and districts pursuant to municipal cooperation agreements; and

WHEREAS, the term of the Agreement continued through April 14, 2020 and the agreement may be renewed upon its expiration or earlier termination, by written agreement of the Parties; and

WHEREAS, the Albany County Sewer District changed its name in 2018 to the Albany County Water Purification District (“District”); and

WHEREAS, the Albany Pool Communities and the District wish to renew the Agreement, in order to allow the communities and the District to continue to implement the LTCP and to establish the Parties’ respective responsibilities with regard to the implementation of the LTCP.

NOW, THEREFORE, in consideration of the above and the promises and the mutual covenants and conditions contained in this Agreement, the parties agree to hereby agree to renew the term of agreement for five years commencing April 14, 2020 and expiring on April 14, 2025.

CITY OF ALBANY

By: _____

Printed Name: _____

Title: _____

ALBANY WATER BOARD

By: _____

Printed Name: _____

Title: _____

CITY OF COHOES

By: _____

Printed Name: _____

Title: _____

VILLAGE OF GREEN ISLAND

By: _____

Printed Name: _____

Title: _____

CITY OF TROY

By: _____

Printed Name: _____

Title: _____

CITY OF RENSSELAER

By: _____

Printed Name: _____

Title: _____

ALBANY COUNTY WATER PURIFICATION DISTRICT

By: _____

Printed Name: _____

Title: _____

RESOLUTION NO. 144

AUTHORIZING AN INTERMUNICIPAL AGREEMENT REGARDING THE ALBANY POOL COMBINED SEWER OVERFLOW LONG TERM CONTROL PLAN

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, By Resolution No. 7 for 2015, this Honorable Body authorized an agreement with the City of Albany, Albany Water Board, City of Cohoes, Village of Green Island, City of Troy, City of Rensselaer, and the City of Watervliet regarding the Combined Sewer Overflow Long Term Control Plan, and

WHEREAS, The Executive Director of the Albany County Water Purification District has requested authorization to renew an inter-municipal agreement for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan with the City of Albany, Albany Water Board, City of Cohoes, Village of Green Island, City of Troy, City of Rensselaer and the City of Watervliet for a term commencing April 15, 2020 and ending April 14, 2025, and

WHEREAS, The Executive Director has indicated that the inter-municipal agreement will facilitate the cooperative control of combined sewer overflow discharges from the participating communities combined sewer systems as well as broad implementation of the Long Term Control Plan, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to renew an inter-municipal agreement for the governance of the Albany Pool Combined Sewer Overflow Long Term Control Plan with the City of Albany, Albany Water Board, City of Cohoes, Village of Green Island, City of Troy, City of Rensselaer and the City of Watervliet for a term commencing April 15, 2020 and ending April 14, 2025, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204
REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION
JOHN R. ADAIR, JR.
CHAIRMAN
JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD
ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

April 5, 2020

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

**Re: 2020 EFC Grant Application - Regional Anaerobic Digester Project
Water Infrastructure Improvement Act (WIIA) Grant Application**

Dear Mr. Joyce,

The Water Purification District (District) is requesting legislative approval to apply for a Water Infrastructure Improvement Act (WIIA) grant through Environmental Facilities Corporation (EFC). The WIIA grant would be specific for the Regional Anaerobic Digester Project. Recently the project's total capital expenditure was increased from \$48.5 to \$56 million to allow for an additional sludge drying process that is anticipated to mitigate long term sludge disposal costs.

For projects above \$50 million, EFC offers WIIA grants up to a maximum limit of \$12.5 million, as compared to project under \$50 million that are only qualified to receive up to \$5 million. In 2019, EFC recognized the importance of Digester project and awarded the County a \$5 million WIIA grant which was the maximum grant allowed for our category. Although we will have to relinquish the grant award from last year we feel that EFC will continue to look favorably on the project for this year's application cycle. Both the joint IMA Board and the District Board have approved of our reapplication for the WIIA grant in the hopes of qualifying for the larger program limit of \$12.5 million, which would offset the additional project cost increase.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

Angelo Gaudio, P.E.
Executive Director



Legislation Text

File #: TMP-1638, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting approval to apply for a Water Infrastructure Improvement Act (WIIA) grant through Environmental Facilities Corporation (EFC).

Date: 5/5/2020
 Submitted By: Angelo Gaudio
 Department: Water Purification District
 Title: Executive Director
 Phone: 518-477-1624
 Department Rep.
 Attending Meeting: Angelo Gaudio

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 9/11/2020

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

Contract Terms/Conditions:

Party (Name/address):

Environmental Facilities Corporation (EFC)
625 Broadway # 7
Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Construction of the Regional Anaerobic Digester Project

Bond Res. No.: 153
Date of Adoption: 3/24/20

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Water Purification District (District) is requesting legislative approval to apply for a Water Infrastructure Improvement Act (WIIA) grant through Environmental Facilities Corporation (EFC). The WIIA grant would be specific for the Regional Anaerobic Digester Project. Recently the project's total capital expenditure was increased from \$48.5 to \$56 million to allow for an additional sludge drying process that is anticipated to mitigate long term sludge disposal costs.

For projects above \$50 million, EFC offers WIIA grants up to a maximum limit of \$12.5 million; as compared to project under \$50 million that are only qualified to receive up to \$5 million. In 2019, EFC recognized the importance of Digester project and awarded the County a \$5 million WIIA grant which was the maximum grant allowed for our category. Although we will have to relinquish the grant award from last year we feel that EFC will continue to look favorably on the project for this year's application cycle. Both the joint IMA Board and the District Board have approved of our reapplication for the WIIA grant in the hopes of qualifying for the larger program limit of \$12.5 million, which would offset the additional project cost increase.

RESOLUTION NO. 145

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE
NEW YORK STATE ENVIRONMENTAL FACILITIES CORPORATION
REGARDING THE WATER INFRASTRUCTURE IMPROVEMENT ACT
GRANT**

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Executive Director of the Albany County Water Purification District has requested authorization to submit a grant application in an amount of up to \$12,500,000 to the New York State Environmental Facilities Corporation regarding the Water Infrastructure Improvement Act Grant, and

WHEREAS, The Executive Director has indicated the grant funding will help to offset the costs associated with the construction of the Regional Anaerobic Digestion facility which is a collaborative effort with Saratoga County Sewer District and is located in large part at the Water Purification District's North Plant, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application in an amount of up to \$12,500,000 to the New York State Environmental Facilities Corporation regarding the Water Infrastructure Improvement Act Grant, and, be it further

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

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



COUNTY OF ALBANY
 DEPARTMENT OF PUBLIC WORKS
 449 NEW SALEM ROAD
 VOORHEESVILLE, NEW YORK 12186-4826
 (518) 765-2055 - FAX (518) 447-7047
 www.albanycountyny.gov

LISA M. RAMUNDO
 COMMISSIONER

SCOTT D. DUNCAN
 DEPUTY COMMISSIONER

DANIEL P. MCCOY
 COUNTY EXECUTIVE

DANIEL C. LYNCH
 DEPUTY COUNTY EXECUTIVE

February 12, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval of a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231. With both parties agreeing to the renewal, this will be the first of a possible two (2) one year renewal option.

We have included all supporting documentation. If further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
 Commissioner

cc: Dennis Feeney, Majority Leader
 Frank Mauriello, Minority Leader
 Kevin Cannizzaro, Majority Counsel
 Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1530, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for the Paint Striping Contract Renewal

Date: February 14, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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):

Atlantic Pavement Marking Inc.
15 Industrial Rd.
Prospect, CT 06712

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$183,770.40
Scope of Services: Paint Striping of County Roadways

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: D95020.44004

Appropriation Amount: \$183,770.40

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) 7/1/2020-6/30/2021

Length of Contract: One Year - First of Two One Year Renewals

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval of a Renewal Agreement with Atlantic Pavement Marking, Inc., for the annual striping of County highways for an amount not to exceed \$183,770.40. The original agreement was adopted June 10, 2019 Resolution 231. With both parties agreeing to the renewal, this will be the first of a possible two (2) one year renewal option.

We have included all supporting documentation. If further information is needed, please feel free to contact my office.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND ATLANTIC PAVEMENT MARKING, INC.
FOR ROAD STRIPING AND PAVEMENT MARKING
OF VARIOUS COUNTY HIGHWAYS

PURSUANT TO RESOLUTION NO. 231 FOR 2019, ADOPTED JUNE 10, 2019

This Agreement is made by and between the County of Albany (hereinafter called the "County" or the "Owner"), a municipal corporation duly organized under the laws of the State of New York, acting by and through its County Executive, with a principal office and place of business located at the Albany County Office Building, 112 State Street, Albany, NY 12207, and Atlantic Pavement Marking Inc., a Connecticut corporation registered to do business in New York State, with a principal office and place of business located at 15 Industrial Road, Prospect, Connecticut 06712 (hereinafter called the "Contractor").

WHEREAS, the County has issued a request for bids for the painting of traffic lines and other pavement markings on the County roadway system and parking lots, said project to be administered by the Albany County Department of Public Works (hereinafter called "DPW") and said Request for Bids having been denominated Bid #2019-055, and published by the Albany County Purchasing Department on April 18, 2019 (hereinafter called the "RFB"); and

WHEREAS, the Contractor has submitted a bid dated May 2, 2019, providing for the aforesaid highway construction services (hereinafter called the "Bid"); and

WHEREAS, the County has accepted the bid of the Contractor to provide the aforesaid highway construction services for DPW; and

WHEREAS, the County Legislature has authorized the County Executive to enter into this Agreement by Resolution No. 231 for 2019, adopted June 10, 2019; and

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

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

- 1.1 The Contract Documents consist of the following: this Agreement; the RFB (including, but not limited to; the Project Manual), which is incorporated by reference and made a part hereof; the Bonds (i.e.: the Performance Bond and the Labor and Materials Bond) which is incorporated by reference and made a part hereof; the Bid, which is incorporated by reference and made a part hereof; (collectively called "the Agreement" hereinafter).
- 1.2 In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the RFB; 3) the Performance Bond; 4) the Labor and Materials Bond; and 5) the Bid.

ARTICLE 2. SCOPE OF SERVICES

The Contractor shall: a) furnish all the materials, appliances, tools and labor of every kind required,

and construct and complete in the most substantial and workmanlike manner, the construction, improvement or reconstruction of the project generally identified as:

Striping of County Highways
(Project No: 19-C547)
(Bid #2019-055)

(hereinafter called the "project"), in accordance with the provisions contained in the RFB, including, but not limited to, the Technical Specifications contained therein; and

b) do everything required by, as specified in or as indicated in the contract documents.

The work includes: Painting Traffic Lines and/or Symbols on various Albany County Highways as directed by the Albany County Department of Public Works.

The project is also referred to by DPW as Project No. 19-C547. The project has been designed by the Albany County Department of Public Works, 449 New Salem Road, Voorheesville, New York 12186, telephone number (518) 765-2786 (hereinafter called the "Engineer") who has or assume all duties, responsibilities, rights and authority assigned to the Engineer in the contract documents.

ARTICLE 3. REPRESENTATIONS OF THE CONTRACTOR

In order to induce the County to enter into this Agreement, the Contractor makes the following representations:

- 3.1 Contractor has familiarized himself with the nature and extent of the contract documents, work, and locality and with all local conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.
- 3.2 Contractor has studied carefully, all reports of investigation and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which were relied upon by the Engineer in the preparation of the drawings and specifications and which have been identified in the Supplementary Conditions set forth in the RFB.
- 3.3 In addition to those referred to in paragraph 3.2, *supra*, Contractor has made, or caused to be made, examinations, investigations and tests and studies of such reports and related data that are necessary for the performance of the work at the contract price, within the contract time and in accordance with the other terms and conditions of the contract documents, and no additional examinations, investigations, tests, reports or similar data are, or will be required by Contractor for such purposes.
- 3.4 Contractor has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the contract documents.
- 3.5 Contractor has given the Engineer written notice of all conflicts, errors or discrepancies that the Contractor has discovered in the contract documents and the written resolution thereof by the Engineer is acceptable to Contractor.

ARTICLE 4. TERM OF CONTRACT; LIQUIDATED DAMAGES

- 4.1 The term of the Agreement shall be for the period of one (1) year from the date of execution by the parties through October 31, 2019. Prices shall remain firm for the entire contract period.
- 4.2 At the end of the initial one (1) year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

ARTICLE 5. FEES; PAYMENT SCHEDULE

- 5.1 For completion of the project in accordance with the contract documents, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED EIGHTY THREE THOUSAND SEVEN HUNDRED SEVENTY ONE AND 00/100 (\$183,771.00). More specifically, the Contractor agrees to accept the unit prices bid set forth in its bid times the actual number of units used as full compensation, including an additions or deductions to the amount cited herein, caused by variation in quantities due to more accurate measurement or due to actual field conditions.
- 5.1.1 The unit prices shall be as stated in the Bid at pages BF-3 – BF-5, copies of which are attached hereto as Schedule A and made a part hereof.
- 5.2 The final contract price shall be the amount obtained from the summation of the products of the quantities of work as done multiplied by the unit prices bid.
- 5.3 An application for payment shall be made on a monthly basis upon the Contractor's submission of an Albany County Claim Form, as well as any other required documentation, to the Commissioner of the DPW. Applications for Payment will be initially processed by the Engineer. Upon approval by the Engineer and DPW's satisfaction with the services presented for payment, and upon the Commissioner of DPW's approval of said claim form and documentation, the claim form shall be forwarded to the Albany County Comptroller and payment shall be rendered.
- 5.4 Prior to completion, progress payments for work satisfactorily performed will be in an amount equal to:
- 100% of the work completed, computed as the number of units completed, multiplied by the unit price bid, less retainage of 5% (until substantial completion), less all previous billings.
- 5.5 Upon completion, retainage may be reduced to 2% of contract price. Retainage will not be reduced to 2% until after Contractor, plus all his subcontractors and material suppliers submit fully-executed copies of both an Affidavit of Payment of Debts and Claims and an Affidavit of Release of Liens.
- 5.6 Final Payment: Upon completion of the one year warranty and guarantee period, the County shall pay the remainder of the final contract price, less any expenses the County may have incurred in correcting any defective work not corrected by the Contractor.
- 5.7 No Estimate on Contractor's Non-Compliance: It is further agreed that so long as any lawful or proper direction concerning the work or material given by the County, or its representative,

shall remain uncomplished with, the Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be honored on account of work done or material furnished until such lawful or proper direction aforesaid has been full and satisfactorily complied with.

ARTICLE 6. PAYMENT BY OWNER TO CONTRACTOR

- 6.1 Upon approval, the County shall promptly pay requisition for progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor that have not been suitably discharged.
- 6.2 Payments for materials pertinent to the project which have been delivered to the site or off-site by the Contractor and/or its subcontractor and suitably stored and secured as approved by the County are limited to only those materials in short and/or critical supply and materials specially fabricated for the project as defined in the RFB and which previously have been approved by owner for such payment.
- 6.3 Any claims, liens and judgments referred to in this section shall pertain to the Project and shall be filed in accordance with the terms of the Agreement and/or applicable laws.

ARTICLE 7. PAYMENT BY CONTRACTOR TO SUBCONTRACTORS

- 7.1 In accordance with Section 106-b of the N.Y. General Municipal Law, within 15 days of the receipt of any payment from the County, the Contractor shall pay each of his subcontractors and material suppliers, the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or material supplier and reflecting the percentage of the subcontractor's work completed or the material supplier's material supplied in the requisition approved by the County and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the subcontractor or material supplier which have not been suitably discharged and less any retained amount as hereafter described. The Contractor shall retain not more than 5% of each payment to the subcontractor and/or material supplier, except that the Contractor may retain in excess of 5%, but not more than 10% of each payment to the subcontractor provided that prior to entering into a subcontract with the Contractor, subcontractor was unable or unwilling to provide a performance bond and a labor and material bond both in the full amount of the subcontract at the request of the Contractor. However, the Contractor shall retain nothing from those payments representing proceeds owed the subcontractor and/or material supplier from the County's payments to the Contractor for the remaining amounts of contract price as provided in Article 5, *supra*.
- 7.2 If the Contractor has failed to submit a requisition for payment of the remaining amounts of contract price within 90 days of substantial completion as provided in Article 5, *supra*, then any clause in the subcontract between the Contractor and subcontractor or material supplier which states that payment by Contractor to such subcontractor or material supplier is contingent upon payment by County to the Contractor shall be deemed invalid.
- 7.3 Within 15 days of receipt of payments from the Contractor, subcontractor and/or material supplier shall pay each of their subcontractors and material suppliers in the same manner as the Contractor has paid the subcontractor.

- 7.4 Nothing provided herein shall create any obligation on the part of County to pay or to see to the payment of any moneys to any subcontractor or material supplier from any Contractor, nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the subcontractor or material supplier and the County.

ARTICLE 8. HOURS AND WAGES

- 8.1 In accordance with Section 220 of the N.Y. Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the project contemplated by this Agreement shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency including fire, flood or danger to life or property. Time lost in any week because of inclement weather by employees engaged in the construction, reconstruction and maintenance of highways outside of the limits of cities and villages, may be made up during that week and/or the succeeding three (3) weeks.
- 8.2 Statements Showing Amounts Due for Wages and Supplements to be Filed Before Final Payment: In accordance with Section 220-a of the Labor Law, before final payment by or on behalf of County for any sum or sums due on account of this contract, the Contractor and each and every subcontractor of the Contractor or a subcontractor, shall file a statement in writing in form satisfactory to the Albany County Comptroller certifying to the amounts then due and owing from the Contractor or subcontractor filing said statement to or on behalf of any and all laborers for daily or weekly wages or supplements on account of labor performed upon this project, setting forth therein the names of the persons whose wages and/or supplements are unpaid and the amount due to each or on behalf of each, respectfully. Said statement shall be verified by the oath of the Contractor or subcontractor, as the case may be, that he has read said statement subscribed by him and knows the content thereof, and that the same is true of his knowledge.

ARTICLE 9. INSURANCE

- 9.1 The Contractor agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule B, attached hereto and made a part hereof, and/or the kinds and in the amounts provided in Section 19: Insurance Requirements set forth in the RFB, whichever kinds are more comprehensive and whichever amounts are higher. Before commencing, the Contractor shall furnish to the County insurance certificates showing that the requirements of this Article have been met. The insurance certificates shall provide that the policies shall not be changed or canceled until 30 days prior written notice has been given to the County. The County of Albany shall be named as an additional insured on the insurance certificates. Additionally, said policies shall be automatically renewed upon expiration and continued in force unless the County and the Contractor are given 60 days written notice to the contrary.
- 9.2 No work shall be commenced under this Agreement until the Contractor has delivered to the County a certificate or certificates of insurance showing proof of the issuance of all policies necessitated by this Agreement. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated.
- 9.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor making or performing said Agreement shall compensation

for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and this Agreement.

- 9.4 In addition to the insurance requirements described in Paragraphs 9.1 through 9.3, the Contractor shall provide the County with a Performance Bond and a Labor and Materials Bond for the project each in the dollar amount bid by the Contractor.

ARTICLE 10. DEFINED TERMS

Terms used in this Agreement have the meanings assigned to them in the General Conditions and the Supplementary Conditions set forth in the RFB.

ARTICLE 11. PREVENTION OF DUST HAZARD

Wherein a harmful dust hazard is created by or through the construction of this Project, this Agreement shall be void as required by Section 222-a of the N.Y. Labor Law, unless the Contractor shall install, maintain and effectively operate such appliances and methods for the elimination of harmful dust as have been approved by the New York State Department of Labor, Board of Standards and Appeals.

ARTICLE 12. WARRANTY AND GUARANTEE

A retainage of 2% of final contract price will be held by the County as security for prompt correction of any defective work found during the one year correction period as set forth in the RFB.

ARTICLE 13. NON-INTERRUPTION OF WORK

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

ARTICLE 14. COOPERATION

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

ARTICLE 15. NON-DISCRIMINATION REQUIREMENTS

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

ARTICLE 16. COMPLIANCE WITH MACBRIDE PRINCIPLES

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

ARTICLE 17. AVAILABLE DATA

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

ARTICLE 18. ASSIGNMENTS

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

ARTICLE 19. RELATIONSHIP

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

ARTICLE 20. INDEMNIFICATION

20.1 The Contractor shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the Contractor, its subcontractors, agents or employees, in the performance of this Agreement. The Contractor agrees to protect, defend, indemnify, and hold the County and its employees free and harmless from and against any and all losses, claims, liens and demands made or asserted by third parties (including the amount of any judgments, penalties, interest, attorney's fees, court costs and legal fees incurred by the County) for personal injuries, death or damage to property, to the extent caused by the negligence or willful misconduct of the Contractor. The Contractor agrees to investigate, handle, respond to and defend any such claims, demands, or suits, at the Contractor's sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands or suits are groundless, false or fraudulent.

20.2 In any case in which the indemnification established herein would violate Section 5-322.1 of the N.Y. General Obligations Law, the foregoing provisions shall not be construed to indemnify the County for damage arising out of bodily injury to person or damage to property caused by or resulting from the sole negligence of County employees.

20.3 Nothing in this Article, the RFB or this Agreement shall create or give to third parties any claim, right, or action against the Contractor or the County beyond such as may legally exist, irrespective of this Article, the RFB or this Agreement.

20.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County, its employees and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of or resulting from, the performance of work, provided that any such claim, damage, loss or expense is (i) attributable to bodily injury, sickness, disease or death, or damage or injury to, or destruction of, tangible property, including the loss of use resulting therefrom, or (ii) is caused in whole or in part by, any negligent or intentional act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed or acting as an agent of the Contractor or any subcontractor, or anyone for whom any of them may be liable for their actions, regardless of whether or not such damage or injury is caused in part by a party indemnified hereunder.

ARTICLE 21. NON-APPROPRIATIONS

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

ARTICLE 22. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Contractor which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request. Such records shall be accessible to the County and the New York State Comptroller for a period of six years following the date of final payment by the County to the Contractor for the performance of the work contemplated herein.

ARTICLE 23. GOVERNING LAWS

This Agreement shall be governed by and construed according to the laws of the State of New York. Venue for any dispute under this Agreement shall be Albany County.

ARTICLE 24. REMEDY FOR BREACH

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

ARTICLE 25. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the covenants and agreements hereunder or any of them and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly

according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 26. ENTIRE AGREEMENT

This Agreement, and the contract documents set forth in Article 1 constitute the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 27. MODIFICATION

No modification, amendment or change order pertaining to this Agreement or consent to the waiver of any of the terms hereof shall be binding unless made in writing and signed by the party against who such modification, amendment, change order or waiver is asserted.

ARTICLE 28. APPRENTICESHIP TRAINING PROGRAMS

In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003 and Resolution No. 251a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the N.Y. Labor Law, contractors and subcontractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of \$250,000.00 or more shall have in place agreements providing appropriate apprenticeship programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed at the time of bid date and prior to entering into a contract with Albany County.

ARTICLE 29. EXECUTION OF DOCUMENTS

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

ARTICLE 30. PARTIAL INVALIDITY

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

ARTICLE 31. NOTICES

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

ARTICLE 32. HEADINGS --CONSTRUCTION

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

ARTICLE 33. STORMWATER MANAGEMENT PROGRAM

Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Contractor also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Contractor's own liability.

ARTICLE 34. MISCELLANEOUS PROVISIONS

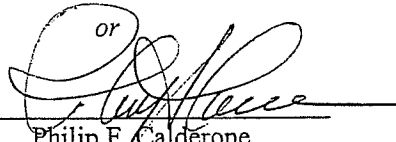
- 34.1 In addition to the policies and procedures described above, the Contractor also acknowledges that it shall follow the MacBride Principles, Non Interruption of Work Agreement (per Res. No. 298 for 1986), Iranian Energy Sector Divestment (per N.Y. Gen. Mun. Law § 103-9), and all other policies and procedures of the County.
- 34.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 34.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 34.4 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 34.5 The County shall bear no responsibility other than that set forth in this Agreement.
- 34.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

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

COUNTY OF ALBANY

DATED: 7/23/19

BY: _____
Daniel P. McCoy
County Executive

or


Philip F. Calderone
Deputy County Executive

ATLANTIC PAVEMENT MARKING, INC.

DATED: 7/10/19

BY: 

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

On the ___ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 23 day of July, 2019, before me, the undersigned, personally appeared Philip F. Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

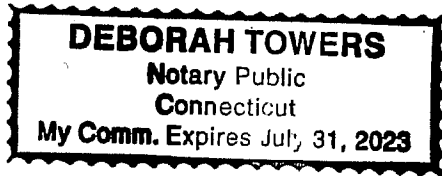
Jelli
Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2022

CT
STATE OF NEW YORK)
COUNTY OF New Haven SS.: Prospect

On the 10 day of July, 2019, before me, the undersigned, personally appeared Richard Stewart personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Deborah Towers
Notary Public



SCHEDULE A
UNIT BID PRICES

SEE ATTACHED PAGES BF-3 THROUGH BF-5.

SCHEDULE B
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries or a waiver of the requirements of this insurance with such waiver to be issued by New York State.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of the use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000.

Tashjian, Christine

From: Anslow, William
Sent: Wednesday, January 29, 2020 11:49 AM
To: Tashjian, Christine
Subject: FW: Albany County RFB#2019-055 Contract #231 of 2019

Follow Up Flag: Follow up
Flag Status: Flagged

Chris, we need to do an RLA for this. I think we can wait until next month. BA

From: O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov>
Sent: Wednesday, January 29, 2020 11:28 AM
To: Anslow, William <William.Anslow@albanycountyny.gov>
Subject: FW: Albany County RFB#2019-055 Contract #231 of 2019

Hi Bill

Please see below from Atlantic Pavement Marking.

If you wish to move forward I believe this needs to be approved by the Legislature.

Thank you!

Pam O Neill, CPPB
Deputy Purchasing Agent
Albany County Division of Purchasing
112 State Street, Room 1000
Albany, NY 12207
tel 518.447.7139
fax 518.447.5588
www.albanycounty.com
pamela.oneill@albanycountyny.gov



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From: Atlantic Pavement Marking Inc. <office@atlpavemarking.com>
Sent: Wednesday, January 29, 2020 11:04 AM
To: O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov>
Subject: Re: Albany County RFB#2019-055 Contract #231 of 2019

Good morning,

APM will renew the contract for an additional year. Albany County RFB #20.
Thank you,

Debbie

Atlantic Pavement Marking Inc.
Office 203-758-0800
Fax: 203-758-0733

On Mon, Jan 27, 2020 at 1:49 PM Atlantic Pavement Marking Inc. <office@atlpavemarking.com> wrote:

Good afternoon,
Sorry for the delay, I will have an answer for you by Thursday the 30th.
Thank you,

Debbie

Atlantic Pavement Marking Inc.
Office 203-758-0800
Fax: 203-758-0733

On Thu, Jan 23, 2020 at 1:58 PM O'Neill, Pamela <Pamela.O'Neill@albanycountyny.gov> wrote:

Good afternoon

Albany County is reaching out to see if Atlantic Pavement Marking is willing to renew their contract for an additional year. Albany County RFB#2019-055 Contract #231 of 2019 states the contract can be renewed for an additional two years at one year intervals.

5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

Please reply to my email in writing and let me know if Atlantic Pavement Marking is wishes to renew for an additional year.

Thank you!

Pam O'Neill, CPPB

Deputy Purchasing Agent**Albany County Division of Purchasing**
112 State Street, Room 1000**Albany, NY 12207**
tel 518.447.7139**fax 518.447.5588****www.albanycounty.com****pamela.oneill@albanycountyny.gov**

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RESOLUTION NO. 231

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 6/10/19
By Public Works Committee:

WHEREAS, After an RFB process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712 regarding material, labor and equipment necessary for the striping of Albany County roadways in an amount not to exceed \$183,771, at the unit costs set forth for the term commencing July 1, 2019 and ending June 30, 2020 with two one-year options to renew:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes -20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

and, be it further

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

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

**NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2019-055**

Sealed bids for Painting Traffic Lines on Albany County Roadways as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, May 2, 2019.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on (April 18, 2019).

Karen A. Storm
Purchasing Agent

Dated: April 12, 2019
Albany, New York

PUBLISH ONE DAY – APRIL 18, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – APRIL 18, 2019 -- THE TIMES UNION

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

- (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
------	--------

None

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

- (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)
5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Bid:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) Bidder Certification Statement MS4-1 (Attachment "E")
 - (f) Bidder Qualification Questionnaire
 - (g) Non-Interruption of Work Agreement (pgs. 1-6)
 - (h) Technical Specifications (pgs. 1-6)

7. Communication concerning this Bid shall be addressed to:

Richard Stewart

15 Industrial Rd.

Prospect, CT 06712

Phone: 203-758-0800

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BF2

BID PROPOSAL FORM
RFB # 2019-055

ROAD STRIPING OF ALBANY COUNTY ROADWAYS
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST
640.10	White Paint Reflectorized Pavement Markings - 15 mils	0.0385 / FOOT	2,798,400 FEET	107,738.40
640.11	Yellow Paint Reflectorized Pavement Markings - 15 mils	.0320 / FOOT	2,376,000 FEET	76,032.00
TOTAL BASE BID				183,770.40
OPTIONAL SERVICES UNIT PRICES ONLY				
640.11	8" Wide Yellow Hatch Line	0.55 / FOOT	1,604 FEET	882.20
640.11	12" Wide Yellow Hatch Line	0.60 / FOOT	1,085 FEET	651.00
640.11	24" Wide Yellow Hatch Line	0.75 / FOOT	1,000 FEET	750.00
640.10	8" Wide White Crosswalk	0.40 / FOOT	250 FEET	100.00
640.10	12" Wide White Crosswalk	0.65 / FOOT	500 FEET	325.00
640.12	8' High White Word "STOP"	40.00 / EACH	2	80.00
640.10	16" Wide White Stop Bars	0.80 / FOOT	500 FEET	400.00
640.13	8' High White Right or Left Arrows	30.00 / EACH	50	1,500.00
640.12	8' High White Word "ONLY"	49.00 / EACH	5	245.00
688.01	Stop Bars	0.65 / FOOT	800 FEET	520.00
688.04	Arrows	0.85 / FOOT	800 FEET	680.00
688.03	Only	0.75 / FOOT	25 FEET	18.75
688.04	8' High White Symbol "RR"	85.00 / EACH	2	170.00

BIDDER NAME: Atlantic pavement Marking Inc.

**BID PROPOSAL FORM
RFB # 2019-055**

**ROAD STRIPING OF ALBANY COUNTY ROADWAYS
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS**

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	ALBANY COUNTY ESTIMATED QUANTITY	ALBANY COUNTY TOTAL COST
	PARKING LOTS (PAINTED WITH NO GLASS BEADS)			
640.20	White Paint Pavement Stripes - 20 mils	0.40 / FOOT	20,00 FEET	800.00
640.21	Yellow Paint Pavement Stripes - 20 mils	0.40 / FOOT	200 FEET	80.00
640.25	4' High Blue Handicap Symbol	25.00 / EACH	1	25.00
640.23	8' High White Right or Left Arrows	35.00 / EACH	7	245.00
640.23	10' High White Straight Arrows	30.00 / EACH	2	60.00
640.22	8' High White Word "NO PARKING"	30.00 / EACH	3	90.00
	Grinding existing preformed reflectorized pavement markings	1.55 / SQ FT	3,000 SF	4650.00

BIDDER NAME: Atlantic Pavement Marking inc.

BID PROPOSAL FORM
RFB # 2019-055
ROAD STRIPING OF ALBANY COUNTY ROADWAYS
ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Town of Bethlehem (Est Qty)	Town of Bethlehem (Total Cost)	Town of Colonie (Est Qty)	Town of Colonie (Total Cost)
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640.10	White Paint Reflectorized Pavment Markings - 15 mils	0.0385 /FOOT	279,840 FEET	10,773.84	823,680 FEET	31,711.68
640.11	Yellow Paint Reflectorized Pavment Markings - 15 mils	0.0320 /FOOT	279,840 FEET	8,954.88	823,680 FEET	26,357.76

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Town of Guilderland (Est Qty)	Town of Guilderland (Total Cost)	Town of New Scotland (Est Qty)	Town of New Scotlan (Total Cost)
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640.10	White Paint Reflectorized Pavment Markings - 15 mils	0.0385 /FOOT	580,800 FEET	22,360.80	95,040 FEET	3,659.04
640.11	Yellow Paint Reflectorized Pavment Markings - 15 mils	0.0320 /FOOT	612,480 FEET	19,599.36	158,400 FEET	5,068.80

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Village of Voorheesville (Est Qty)	Village of Voorheesville (Total Cost)		Total Cost (All Municipalities)
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640.10	White Paint Reflectorized Pavment Markings - 15 mils	0.0385 /FOOT	2,640 FEET	101.64		68,607.00
640.11	Yellow Paint Reflectorized Pavment Markings - 15 mils	0.0320 /FOOT	21,120 FEET	675.84		60,656.64

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Painting Traffic Lines on Albany County Roadways
Bid Number: #2019-055

COMPANY: Atlantic Pavement Marking Inc.

ADDRESS: 15 Industrial Rd.

CITY, STATE, ZIP: Prospect, CT 06712

TEL. NO.: 203-758-0800

FAX NO.: 203-758-0733

FEDERAL TAX ID NO.: 06-0948555

REPRESENTATIVE: Richard Stewart

SIGNATURE AND TITLE *Richard J. Stewart Pres.*

DATE 04/30/19

BF6

COUNTY OF ALBANY

**PAINTING TRAFFIC LINES ON ALBANY COUNTY
ROADWAYS**

RFB #2019-055

ADDENDUM #1

May 1, 2019

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 1st day of May, 2019, in connection with the Request for Bids #2019-055 Painting Traffic Lines on Albany County Roadways for Albany County Department of Public Works.

COUNTY OF ALBANY

RFB#2019-055

Painting Traffic Lines on Albany County Roadways

ADDENDUM #1

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Page BF-4, Item#640.20 White Paint Pavement Stripes-20mils, the estimated quantity should be listed as **2,000 Feet**.

End of Addendum #1

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	UNIT COST	Vendor ALBANY COUNTY ESTIMATED QUANTITY	Atlantic ALBANY COUNTY TOTAL COST	Highway Safety ALBANY COUNTY TOTAL COST
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,798,400 FEET	\$ 107,738.40	\$ 120,331.20
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils	/ FOOT	2,376,000 FEET	\$ 76,032.00	\$ 99,792.00
	TOTAL BASE BID			\$ 183,770.40	\$ 220,123.20

ITEM NUMBER	DESCRIPTION (painted, unless otherwise noted)	Total cost to all municipalities	Total cost to all municipalities
640.10	White Paint ReflectORIZED Pavement Markings - 15 mils	\$ 68,607.00	
640.11	Yellow Paint ReflectORIZED Pavement Markings - 15 mils	\$ 60,656.64	
	Total Cost to all Municipalities	\$ 129,263.64	

RESOLUTION NO. 146

AUTHORIZING AN AGREEMENT WITH ATLANTIC PAVEMENT MARKING, INC. REGARDING THE STRIPING OF VARIOUS COUNTY HIGHWAYS

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, By Resolution No. 231 for 2019, this Honorable Body authorized an agreement with Atlantic Pavement Marking, Inc. as the lowest responsible bidder regarding material, labor and equipment necessary for the striping of Albany County roadways in the amount of \$183,771 for a term commencing July 1, 2019 and ending June 30, 2020, with two one-year options to renew, and

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Atlantic Pavement Marking, Inc., the first of two renewal options, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2020 and ending June 30, 2021, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Atlantic Pavement Marking, Inc., Prospect, CT 06712, representing the first of two optional renewals, regarding the striping of various County highways in an amount not to exceed \$183,771, for a term commencing July 1, 2020 and ending June 30, 2021 at the following rates:

8" Wide Yellow Hatch Line	\$0.55 per foot
12" Wide Yellow Hatch Line	\$0.60 per foot
24" Wide Yellow Hatch Line	\$0.75 per foot
8" Wide White Crosswalk	\$0.40 per foot
12" Wide White Crosswalk	\$0.65 per foot
8' High White Word "STOP"	\$40.00 each
16" Wide White Stop Bars	\$0.80 per foot
Stop Bars	\$0.65 per foot
8' High White Right or Left Arrows (painted)	\$30.00 each
Arrows	\$0.85 per foot
"ONLY"	\$0.75 per foot
8' High White Word "ONLY"	\$49.00 each
8' High White Symbol "R & R"	\$85.00 each
White Paint Pavement Stripes –20 mils	\$0.40 per foot
Yellow Paint Pavement Stripes-20 mils	\$0.40 per foot
4' High Blue Handicap Symbol	\$25.00 each
8' High White Right or Left Arrows	\$35.00 each
10' High White Straight Arrows	\$30.00 each
8' High White Word "NO PARKING"	\$30.00 each
Grinding Existing Pavement Markings	\$1.55 per square foot

and, be it further

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

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, P.E.
COMMISSIONER

February 13, 2020

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR109 (Lawson Lake Rd.) in the Towns of New Scotland and Coeymans, CR201 (No. Main St.) in the Towns of Guilderland and New Scotland and CR255 (Knox-Cave Rd.) in the Town of Knox.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not too far gone requiring full depth replacement.

In the CIR process, we grind ≈ 4 " into the existing asphalt surface. The product is then sent through a crusher asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a "train" which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4" of asphalt into a recycled binder course. We then pave 2" of top course over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 26 years. They are on the approved State Contract and have always provided excellent work for the County.

I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.

If there are any questions or further information is needed regarding this request, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1531, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Gorman Brothers for 2020 Cold Recycling Projects

Date: February 18, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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):
Gorman Brothers, Inc.
200 Church St.
Albany, NY 12202

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

Amount/Raise Schedule/Fee: \$950,000.00
Scope of Services: Cold Recycling Projects
Bond Res. No.: 519
Date of Adoption: 11/12/2019

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: Bond
Appropriation Amount: \$950,000.00

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) 6/1/2020-10/31/2020
Length of Contract: 5 Months

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: 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)

We request the Legislature's approval of an agreement with Gorman Brothers, Inc. for Cold Recycling Projects on CR109 (Lawson Lake Rd.) in the Towns of New Scotland and Coeymans, CR201 (No. Main St.) in the Towns of Guilderland and New Scotland and CR255 (Knox-Cave Rd.) in the Town of Knox.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on using Cold-In-Place Recycling (CIR) for approximately 7 miles of roadway.

The CIR is one of the tools that we use for maintaining the 290 center lane miles of County highways.

The roads chosen for this treatment are roads that are beyond the milling and repaving process, but are not too far gone requiring full depth replacement.

In the CIR process, we grind ≈ 4 " into the existing asphalt surface. The product is then sent through a crusher asphalt emulsion is added along with stone at a predetermined rate. Once the product is mixed, it is placed back onto the roadway through a paver and compacted to the desired density (95%).

The entire process takes place using a "train" which includes an emulsion tanker, milling machine, crusher/screener and an asphalt paver followed by a pneumatic and vibratory rollers.

The process basically turns the top 4" of asphalt into a recycled binder course. We then pave 2" of top course

over that using the Hauling & Placing of Asphalt Contract.

This allows us to get a minimum of 10-15 years of extended life for the roadway.

We have used Gorman Brothers Inc. as our contractor for this work for over 26 years. They are on the approved State Contract and have always provided excellent work for the County.

I have reviewed and evaluated the various contractors providing said service under New York State contract and recommend Gorman Brothers, Inc. as offering the best value for Albany County with a cost total for the projects not to exceed \$950,000.00.



Contract Award Notification

Title:	Group 31555 – Comprehensive Liquid Bituminous Materials (Asphalt Emulsions, Chip Seal, Cold Recycling, Heater Scarification, Joint & Crack Filler/Sealer, Microsurfacing and/or Quick Set Slurry Seal, and Paver Placed Surface Treatment – Conventional & Modified) (All State Agencies and Political Subdivisions) Classification Code(s):30 NYS Contract Reporter Category/Classification: Construction, Horizontal – Highways & Roadways; Maintenance, repair & new construction
Award Number	: 23101 (Replaces Award 23001)
Contract Period	: April 1, 2018 to March 31, 2020 (Revised January 11, 2019, 2018)
Bid Opening Date	: December 21, 2017
Date of Issue	: April 1, 2018
Specification Reference	: SPEC-936 dated of issue December 7, 2016
Contractor Information	: Appears on Page 5 - 14 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Anthony Montes	Procurement Services - Customer Services
Title : Contract Management Specialist 2	Phone : 518-474-6717
Phone : 518-473-1354	Fax : 518-474-2437
E-mail : Anthony.montes@ogs.ny.gov	E-mail : customer.services@ogs.ny.gov

**Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.**

Description

Liquid Bituminous Materials are divided in several groups: Asphalt Emulsions, Joint & Crack Filler/Sealer and several pavement preventive/corrective maintenance treatments including Chip Seal, Cold Recycling, Heater Scarification, Microsurfacing and/or Quick Set Slurry Seal and Paver Placed Surface Treatment.

PR # 23101

Contractor Information (Cont'd)

NOTE: See individual contract items to determine actual awardees.

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68075	CRAFCO, INC. 6165 West Detroit Street Chandler, Arizona 85226	Toll-Free #: 800-528-8242 Phone #: 610-264-7541 Contact: David Adams E-mail: david.adams@crafco.com Web Site: www.crafco.com	860324978 1000009735

Business hours (M-F): 8:00am-5:00pm
 (Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
 Phone #: 518-937-6956
 Contact: Anthony Simone
 E-mail: anthony.simone@crafco.com

<u>Contract #</u>	<u>Contractor & Address</u>	<u>Telephone #</u>	<u>Fed ID#/NYS Vendor ID#</u>
PC68076	GORMAN BROS., INC. 200 Church Street Albany, New York 12202	Toll-Free #: 800-332-7795 Phone #: 518-462-5401 Contact: Kim Wilson E-mail: kwilson@gormanroads.com Web Site: www.gormanroads.com	140704840 1000013676

Business hours (M-F): 8:30am-4:30pm
 (Sat, Sun): n/a

Person to contact in the event of an emergency occurring after normal business hours or on weekend/holidays:

Toll-Free #: n/a
 Phone #: 518-378-1112
 Contact: Kim Wilson
 E-mail: kwilson@gormanroads.com

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: **February** / **10** / **20**

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that **at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price.** Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: **Albany County**

Project Name: **County Route 109** Quick Quote # **109**

Project Location: **Town of Berne**

Square Yards to Be Recycled = **49,332.000** SqY
Depth of Recycling : **4 inches**

Square Yards of Shoulder to be Milled = **0.000** SqY
Depth of Milling : **Select from drop-down menu**
Shoulder Milling Disposal by: **Select from drop-down menu**

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:
Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = **67,850.000** Gallons
or
Total Gallons of PG Binder = Gallons
Total Gallons Fog Seal = Gallons
Total Tons Aggregate = **540.000** Tons
Portland Cement Required **Yes** **115.000** Tons of Cement

Additional Items (enter a check mark if item is required):

- Work Zone Traffic Control by Contractor
- Pilot Vehicle Required Number of Pilot Vehicles **1**
- Rumble Strips Required Linear Feet of Rumble Strips
- Additional Flaggers Required Number of Additional Flaggers **2**
- OCP Insurance Required

Anticipated Project Start Date: **June 1, 2020**

Agency/User Contact: **William Anslow**

Agency/User Telephone: **518-765-2786**

Quick Quote must be returned by: **Feb 17, 2020**

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
 (All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 109 Quick Quote # 109

Contractor & PC #: PC68076 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 30.00 Miles Telephone: 518-843-2640

Estimated Number of Days 3 or Hours to Complete the Project

Type of Recycling:	<u>In Place</u>
Recycling Price =	<u>\$2.800</u> per Square Yard
Total Square Yards =	<u>49,332.000</u> SqY
A. Recycling Total Cost =	\$138,129,600

The **Authorized User** may include gallon amounts for Emulsion and PG Binder, but the **Contractors** will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
 PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
 Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
 Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
 Fog Seal - 0.1 gal/SY

B. Emulsion Price = \$2.700 per Gallon

Material Price Adjustment Calculation for the Month of: **February / 20**

C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000

D. Emulsion Price with Price Adjustment (B + C) = \$2.700 per Gallon

E. Total Gallons of Emulsion = 67,850.000 Gallons

F. Emulsion Total Cost (D x E) = \$183,195.000

G. Liquid Bituminous Material (Fog Seal) Price = per Gallon

Material Price Adjustment Calculation for the Month of: **February / 20**

H. Monthly Material (Fog Seal) Price Adjustment per Gallon =

I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = \$0.000 /Gal

J. Total Gallons of Fog Seal = 0.000 Gallons

K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000

L. Heat/Haul/Apply Price = \$0.000 per Gallon

M. Total Gallons of Emulsion = 67,850.000 Gallons

N. Heat/Haul/Apply Total Cost (L x M) = \$0.000

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
 (All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

O.	Aggregate Price =	\$30.000	per Ton
P.	Total Tons of Aggregate =	540.000	Tons
Q.	Aggregate Total Cost (O X P) =	\$16,200.000	
R.	Portland Cement Price =	\$250.000	per Ton
S.	Total Tons of Cement =	115.000	Tons
T.	Portland Cement Total Cost (R x S) =	\$28,750.000	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	49,332.000	SqY
U.	Work Zone Traffic Control Total Cost =	\$24,666.000	
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost =	\$0.000	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 109 Quick Quote # 109

	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	2	Number of Days = 4
W.	Additional Flagger(s) Total Cost =	\$6,400.000	
	Price Pilot Vehicle w/ Driver =	\$900.000	per Day
	Number of Days =	4	Number of Vehicles = 1
X.	Pilot Vehicle w/ Driver Total Cost =	\$3,600.000	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
Y.	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.060	per Square Yard
	Total Square Yards =	49,332.000	SqY
Z.	Mobilization to Project Location Total Cost =	\$2,959.920	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
AI	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
BI	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
CI	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

Project's Total Cost including all the Price Adjustments for: February / 20

Project's Total Cost including Price Adjustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1+C1) =	\$405,900.520
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Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Date

Contractor Signature

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

**GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)**

LOT 3 - COLD RECYCLING (Version 04/01/18)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: February / 10 / 20

NOTE:
 1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
 2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: Albany County

Project Name: County Route 201 Quick Quote # 201

Project Location: Town of Guilderland

Square Yards to Be Recycled = 35,199.000 SqY
 Depth of Recycling : 4 inches

Square Yards of Shoulder to be Milled = 0.000 SqY
 Depth of Milling : Select from drop-down menu
 Shoulder Milling Disposal by: Select from drop-down menu

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

- Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
- PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
- Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
- Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
- Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = 48,400.000 Gallons
 or
 Total Gallons of PG Binder = Gallons
 Total Gallons Fog Seal = Gallons
 Total Tons Aggregate = 250.000 Tons
 Portland Cement Required Yes 82.000 Tons of Cement

Additional Items (enter a check mark if item is required):

- Work Zone Traffic Control by Contractor
- Pilot Vehicle Required Number of Pilot Vehicles 1
- Rumble Strips Required Linear Feet of Rumble Strips
- Additional Flaggers Required Number of Additional Flaggers 2
- OCP Insurance Required

Anticipated Project Start Date: June 1, 2020

Agency/User Contact: William Anslow

Agency/User Telephone: 518-765-2786

Quick Quote must be returned by: Feb 17, 2020

Agency/User Comments: (Note: Press Alt+Enter to create a new line)
Asphalt emulsion required for this project.

**GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)**

LOT 3 - COLD RECYCLING (Version 04/01/18)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: <u>County Route 201</u>		Quick Quote # <u>201</u>
Contractor & PC #: <u>PC68076 - Gorman Bros., Inc.</u>		
Plant Location: <u>6 Freeman's Bridge Road, Scotia, NY 12302</u>		Plant #: <u>L0104</u>
Estimated Haul Distance: <u>20.00</u> Miles	Telephone: <u>518-843-2640</u>	
Estimated Number of Days <u>3</u> or Hours _____ to Complete the Project		
Type of Recycling: <u>In Place</u> Recycling Price = <u>\$2.800</u> per Square Yard Total Square Yards = <u>35,199.000</u> SqY A. Recycling Total Cost = \$98,557.200		
The <u>Authorized User</u> may include gallon amounts for Emulsion and PG Binder, but the <u>Contractors</u> will choose only one of them (either Emulsion or PG Binder) for their quick quote response. * Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items: Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling Fog Seal - 0.1 gal/SY		
B. Emulsion Price = \$2.700 per Gallon <u>Material Price Adjustment Calculation for the Month of:</u> February / 20		
C. Monthly Material Price Adjustment - Emulsion per Gallon = \$0.000		
D. Emulsion Price with Price Adjustment (B + C) = \$2.700 per Gallon		
E. Total Gallons of Emulsion = 48,400.000 Gallons		
F. Emulsion Total Cost (D x E) = \$130,680.000		
G. Liquid Bituminous Material (Fog Seal) Price = _____ per Gallon <u>Material Price Adjustment Calculation for the Month of:</u> February / 20		
H. Monthly Material (Fog Seal) Price Adjustment per Gallon = _____		
I. Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = \$0.000 /Gal		
J. Total Gallons of Fog Seal = 0.000 Gallons		
K. Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000		
L. Heat/Haul/Apply Price = \$0.000 per Gallon		
M. Total Gallons of Emulsion = 48,400.000 Gallons		
N. Heat/Haul/Apply Total Cost (L x M) = \$0.000		

**GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)**

LOT 3 - COLD RECYCLING (Version 04/01/18)

O.	Aggregate Price =	\$30.000	per Ton
P.	Total Tons of Aggregate =	250.000	Tons
Q.	Aggregate Total Cost (O X P) =	\$7,500.000	
R.	Portland Cement Price =	\$250.000	per Ton
S.	Total Tons of Cement =	82.000	Tons
T.	Portland Cement Total Cost (R x S) =	\$20,500.000	
Work Zone Traffic Control Price = \$0.500 per SY			
Total Square Yards = 35,199.000 SqY			
U.	Work Zone Traffic Control Total Cost =	\$17,599.500	
Surcharge - Small/Recycled in Short Segments Projects = _____ per SY			
Total Square Yards = _____ SqY			
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost =	\$0.000	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 201		Quick Quote # 201	
	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	2	Number of Days = 3
W.	Additional Flagger(s) Total Cost =	\$4,800.000	
	Price Pilot Vehicle w/ Driver =	\$900.000	per Day
	Number of Days =	3	Number of Vehicles = 1
X.	Pilot Vehicle w/ Driver Total Cost =	\$2,700.000	
	Price Additional for Rumble Strips =	_____	per Linear Foot
	Number of Linear Feet =	_____	LF
Y.	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.060	per Square Yard
	Total Square Yards =	35,199.000	SqY
Z.	Mobilization to Project Location Total Cost =	\$2,111.940	
	Shoulder Milling (Contractor Disposal) =	_____	per SY
	Total Square Yards =	_____	SqY
AI	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =	_____	per SY
	Total Square Yards =	_____	SqY
BI	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
CI	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
 (All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

Project's Total Cost including all the Price Adjustments for: February 1 20

Project's Total Cost including Price Adjustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1+C1) =	\$286,448.640
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Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Kimberly A. Wilson Date 2/10/20

Contractor Signature Kimberly A. Wilson

NOTE:
 1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
 2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
 (All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

AGENCY/USER COMPLETES THIS SECTION FOR QUICK QUOTE

Date when the Quick Quote form is sent to the contractor: **February** / **10** / **20**

NOTE:

1. The user and the contractor understand that the Project's Total Cost to be shown below will include all the needed Price Adjustments for the month indicated (the month when the Quick Quote form is sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.

2. The contractor understands that **at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price.** Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

Agency/User: **Albany County**

Project Name: **County Route 255** Quick Quote # **255**

Project Location: **Town of Berne**

Square Yards to Be Recycled = **31,068.000** SqY
 Depth of Recycling : **4 inches**

Square Yards of Shoulder to be Milled = **0.000** SqY
 Depth of Milling : **Select from drop-down menu**
 Shoulder Milling Disposal by: **Select from drop-down menu**

The Authorized User may include gallon amounts for Emulsion and PG Binder, but the Contractors will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:
 Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
 PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
 Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
 Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
 Fog Seal - 0.1 gal/SY

Total Gallons of Emulsion = **42,720.000** Gallons
 or
 Total Gallons of PG Binder = Gallons
 Total Gallons Fog Seal = Gallons
 Total Tons Aggregate = **300.000** Tons
 Portland Cement Required **Yes** **72.000** Tons of Cement

Additional Items (enter a check mark if item is required):

- Work Zone Traffic Control by Contractor
- Pilot Vehicle Required Number of Pilot Vehicles **1**
- Rumble Strips Required Linear Feet of Rumble Strips
- Additional Flaggers Required Number of Additional Flaggers **2**
- OCP Insurance Required

Anticipated Project Start Date: **June 1, 2020**

Agency/User Contact: **William Anslow**

Agency/User Telephone: **518-765-2786**

Quick Quote must be returned by: **Feb 17, 2020**

Agency/User Comments: (Note: Press Alt+Enter to create a new line)

Asphalt emulsion required for this project.

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
 (All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name: County Route 255 Quick Quote # 255

Contractor & PC #: PC68076 - Gorman Bros., Inc.

Plant Location: 6 Freeman's Bridge Road, Scotia, NY 12302 Plant #: L0104

Estimated Haul Distance: 20.00 Miles Telephone: 518-843-2640

Estimated Number of Days 3 or Hours to Complete the Project

Type of Recycling:	<u>In Place</u>
Recycling Price =	<u>\$2.800</u> per Square Yard
Total Square Yards =	<u>31,068.000</u> SqY
A. Recycling Total Cost =	\$86,990.400

The **Authorized User** may include gallon amounts for Emulsion and PG Binder, but the **Contractors** will choose only one of them (either Emulsion or PG Binder) for their quick quote response.

* Mix Design will be Provided by the Contractor at the time of the project (unless specifically provided by the Agency) but for the Quick Quote calculation purposes, the following table of conversion factors may be taken by the Authorized User as a guide to convert the project's SqY into the different items:

- Emulsions- 1.8 gal/SY for 4" recycling and 1.35 gal / SY for 3" recycling
- PG Binder - 1.35 gal/SY for 4" recycling; 1.00 gal/SY for 3" recycling
- Aggregate - 90lbs/SY for 4" recycling and 68lbs/SY for 3" recycling
- Portland Cement - 4lbs per SY for 4" recycling and 3lbs per SY for 3" recycling
- Fog Seal - 0.1 gal/SY

B.	<u>Emulsion</u> Price = <u>\$2.700</u> per Gallon
	<i>Material Price Adjustment Calculation for the Month of:</i> February / 20
C.	Monthly Material Price Adjustment - <u>Emulsion</u> per Gallon = <u>\$0.000</u>
D.	<u>Emulsion</u> Price with Price Adjustment (B + C) = <u>\$2.700</u> per Gallon
E.	Total Gallons of <u>Emulsion</u> = <u>42,720.000</u> Gallons
F.	Emulsion Total Cost (D x E) = \$115,344.000

G.	Liquid Bituminous Material (Fog Seal) Price = <u> </u> per Gallon
	<i>Material Price Adjustment Calculation for the Month of:</i> February / 20
H.	Monthly Material (Fog Seal) Price Adjustment per Gallon = <u> </u>
I.	Liquid Bitum. Mat. (Fog Seal) Price w/ Price Adjustment (L + M) = <u>\$0.000</u> /Gal
J.	Total Gallons of Fog Seal = <u>0.000</u> Gallons
K.	Liquid Bituminous Material (Fog Seal) Total Cost (I x J) = \$0.000

L.	Heat/Haul/Apply Price = <u>\$0.000</u> per Gallon
M.	Total Gallons of <u>Emulsion</u> = <u>42,720.000</u> Gallons
N.	Heat/Haul/Apply Total Cost (L x M) = \$0.000

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
 (All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

O.	Aggregate Price =	\$30.000	per Ton
P.	Total Tons of Aggregate =	300.000	Tons
Q.	Aggregate Total Cost (O X P) =	\$9,000.000	
R.	Portland Cement Price =	\$250.000	per Ton
S.	Total Tons of Cement =	72.000	Tons
T.	Portland Cement Total Cost (R x S) =	\$18,000.000	
	Work Zone Traffic Control Price =	\$0.500	per SY
	Total Square Yards =	31,068.000	SqY
U.	Work Zone Traffic Control Total Cost =	\$15,534.000	
	Surcharge - Small/Recycled in Short Segments Projects =		per SY
	Total Square Yards =		SqY
V.	Surcharge - Small/Recycled in Short Segments Proj. Total Cost =	\$0.000	

CONTRACTOR COMPLETES THIS SECTION FOR QUICK QUOTE

Project Name:	County Route 255	Quick Quote #	255
	Price Additional Flagger(s) =	\$800.000	per Day
	Number of Additional Flagger(s) =	2	Number of Days = 3
W.	Additional Flagger(s) Total Cost =	\$4,800.000	
	Price Pilot Vehicle w/ Driver =	\$900.000	per Day
	Number of Days =	3	Number of Vehicles = 1
X.	Pilot Vehicle w/ Driver Total Cost =	\$2,700.000	
	Price Additional for Rumble Strips =		per Linear Foot
	Number of Linear Feet =		LF
Y.	Additional for Rumble Strips Total Cost =	\$0.000	
	Price Mobilization to Project Location =	\$0.060	per Square Yard
	Total Square Yards =	31,068.000	SqY
Z.	Mobilization to Project Location Total Cost =	\$1,864.080	
	Shoulder Milling (Contractor Disposal) =		per SY
	Total Square Yards =		SqY
AI	Shoulder Milling (Contractor Disposal) Total Cost =	\$0.000	
	Shoulder Milling (State/User Disposal) =		per SY
	Total Square Yards =		SqY
BI	Shoulder Milling (State Disposal) Total Cost =	\$0.000	
CI	OCP Insurance =	\$2,000.000	

GROUP 31555 - AWARD #23101 - COMPREHENSIVE LIQUID BITUMINOUS MATERIALS
(All State Agencies & Political Subdivisions)

LOT 3 - COLD RECYCLING (Version 04/01/18)

Project's Total Cost including all the Price Adjustments for: February / 20

Project's Total Cost including Price Adjustment (A+F+K+N+Q+T+U+V+W+X+Y+Z+A1+B1+C1) =	\$256,232.480
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Can Contractor Supply? Yes

Can Contractor meet Schedule? Yes

Print Name Date

Contractor Signature

NOTE:

1. The user and the contractor understand that the Project's Total Cost shown above includes all the needed Price Adjustments for the month indicated (the month when the Quick Quote form was sent to the contractor). If the project (or part of the project) is executed in a different month than the one used to calculate this Quick Quote, then the Project's Total Cost will change accordingly to reflect the Price Adjustments for the Month in which the project (or part of the project) was actually performed.
2. The contractor understands that at no time may a quick quote unit price (without the Price Adjustment) exceed the contract price. Materials cost, hauling expenses, etc., can be lowered by the contractor any time during the quick quote process.

RESOLUTION NO. 519

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR THE DEPARTMENT OF PUBLIC WORKS, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$3,920,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$3,920,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 11/12/19
By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct and reconstruct various roads in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's 2020-2024 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$950,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$950,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$950,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$950,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(20)(b) or (c) of the New York Local Finance Law (the "Law"), is at least ten (10) years.

Section 2. The County is hereby authorized to construct and reconstruct various bridges in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this

resolution), is an amount not to exceed \$1,282,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,282,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,282,000 to pay the cost of the capital projects.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,282,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(10) of the Law, is twenty (20) years.

Section 3. The County is hereby authorized to acquire heavy duty trucks and various other equipment, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,255,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,255,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,255,000.

The periods of probable usefulness of the class of objects or purposes herein authorized and for which \$1,255,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(28) of the Law, are described as follows: (a) for equipment having a cost in excess of \$30,000, fifteen (15) years and (b) for equipment having a cost in excess of \$15,000, but less than or equal to \$30,000, ten (10) years.

Section 4. The County is hereby authorized to construct and reconstruct Watervliet-Shaker Road in Albany County, New York, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2020 Capital Plan in the County's Capital Program. The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$433,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$433,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$433,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$433,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the Law, is five (5) years.

Section 5. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$3,920,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 6. The following additional matters are hereby determined and stated:

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

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

Section 7. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 8. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 9. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 10. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 11. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects.

(a) Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The various road projects authorized by this resolution described in Section 1 constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(5), and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

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

(c) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 3 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

(d) Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 4 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(24) and (27), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to that project.

Section 12. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 5 of this resolution. This resolution

shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Sections 1, 2, 3, and 4 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 13. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

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

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

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

Section 14. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full, together with a notice attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

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

Those opposed - 0

Resolution was adopted - 11/12/19

RESOLUTION NO. 131

**AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC.
REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY
ROADS LOCATED IN THE TOWNS OF RENSSELAERVILLE AND BERNE**

Introduced: 4/8/19

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Gorman Brothers, Inc. regarding cold-in-place recycling for various County roads in order to keep pace with ever-increasing traffic volume and remedy roadway surface imperfections, and

WHEREAS, The Commissioner reviewed and evaluated the various contractors providing Cold-In-Place Recycling services under New York State contract and has recommended Gorman Brothers, Inc. as offering the best value for Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gorman Brothers, Inc., 200 Church Street, Albany, New York, in an amount not to exceed \$920,000 regarding Cold-In-Place Recycling Projects in the Town of Rensselaerville and in the Town of Berne for the period commencing June 1, 2019 and ending October 31, 2019, and, be it further

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

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

Adopted by unanimous vote - 4/8/19

RESOLUTION NO. 147

AUTHORIZING AN AGREEMENT WITH GORMAN BROTHERS, INC. REGARDING COLD-IN-PLACE RECYCLING PROJECTS FOR COUNTY ROADS LOCATED IN THE TOWNS OF COEYMANS, GUILDERLAND, KNOX AND NEW SCOTLAND

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works (DPW) has requested authorization to enter into an agreement with Gorman Brothers, Inc. regarding Cold-In-Place Recycling projects on CR109 in the Towns of New Scotland and Coeymans, CR201 in the Towns of Guilderland and New Scotland, and CR255 in the Town of Knox in an amount not to exceed \$950,000 for a term commencing June 1, 2020 and ending October 31, 2020, and

WHEREAS, The Commissioner has indicated as part of Albany County's DPW Highway Maintenance Plan, the department plans to use Cold-In-Place Recycling for various roadways in Albany County as determined to be necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gorman Brothers, Inc., 200 Church Street, Albany, New York, regarding Cold-In-Place Recycling projects on CR109 in the Towns of New Scotland and Coeymans, CR201 in the Towns of Guilderland and New Scotland, and CR255 in the Town of Knox in an amount not to exceed \$950,000 for a term commencing June 1, 2020 and ending October 31, 2020, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 26, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with M.J. Engineering and Land Surveying, P.C. for the Design & Construction Inspection Services for CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement Project.

The County Purchasing Agent received five (5) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to M.J. Engineering based on the best understanding of the scope of this project. The total contract amount shall not exceed \$298,000.00.

CR157(Watervliet Shaker Rd.) project is approximately 0.7 miles long from New Karner Rd. to Sand Creek Rd. in the Town of Colonie. Work includes possible widening of the highway depending on the outcome of the traffic analysis, intersection improvements, traffic signal improvements, drainage improvements, new signage and striping. Rehabilitation of existing pavement or full depth replacement will be selected based on actual field conditions.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1562, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with M.J. Engineering and Land Surveying, PC

Date: February 26, 2020
 Submitted By: Lisa M. Ramundo
 Department: Public Works
 Title: Commissioner
 Phone: 518-765-2055
 Department Rep.
 Attending Meeting: Lisa M. Ramundo

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):

M.J. Engineering and Land Surveying, PC
1533 Crescent Rd.
Clifton Park, NY 12065

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$298,000.00
Scope of Services: Design and Construction Inspection

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: HHR65197.22000R
Appropriation Amount: \$298,000.00

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) 5/1/2020-11/30/2022
Length of Contract: 31 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with M.J. Engineering and Land Surveying, P.C. for the Design & Construction Inspection Services for CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement Project.

The County Purchasing Agent received five (5) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to M.J. Engineering based on the best understanding of the scope of this project. The total contract amount shall not exceed \$298,000.00.

CR157(Watervliet Shaker Rd.) project is approximately 0.7 miles long from New Karner Rd. to Sand Creek Rd. in the Town of Colonie. Work includes possible widening of the highway depending on the outcome of the traffic analysis, intersection improvements, traffic signal improvements, drainage improvements, new signage and striping. Rehabilitation of existing pavement or full depth replacement will be selected based on actual field conditions.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Public Works

FROM: Karen Storm. *K Storm*
Purchasing Agent

DATE: February 27, 2020

RE: RFP #2020-024 CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement
Project Design and Construction Inspection Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to MJ Engineering in the amount of \$298,000.00.

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

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 26, 2020

RE: RFP #2020-024
CR157 (Watervliet Shaker Rd.) Phase III
Highway Improvement Project
Design and Construction Inspection Services

Upon review of the five (5) proposals that were received regarding the aforementioned project, I would like to recommend M.J. Engineering for the award in the amount not to exceed \$298,000.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
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WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 26, 2020

RE: RFP#2020-024
CR157 (Watervliet Shaker Rd.) Phase III
Highway Improvement Project
Design & Construction Inspection Services

Attached please find the rating tally sheet for the subject project. After reviewing all five (5) of the RFP's, we recommend the project be awarded to M.J. Engineering on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$298,000.00.

Please let me know if you have any questions.

WA:ct

RFP#2020-024

CR157 (Watervliet Shaker Rd.) Phase III Highway Improvement Project

Design and Construction Inspection

VENDOR	MJ Engineering	Foit-Albert	Creighton Manning	CHA	Barton & Loguidice
Design	\$85,000.00	\$190,320.00	\$160,685.00	\$240,400.00	\$245,006.00
Construction Inspection	\$205,000.00	\$145,200.00	\$269,200.00	\$280,200.00	\$310,463.00
Testing	\$8000.00	\$5000.00	\$8000.00	\$8000.00	\$8000.00
TOTAL PROJECT COST	\$298,000.00	\$340,520.00	\$437,885.00	\$528,600.00	\$563,469.00

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-024**

Sealed Proposals for **DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR157 (WATERVLIET SHAKER RD.) PHASE III HIGHWAY IMPROVEMENT PROJECT** as requested by Albany County Department of Public Works, Division of Highway Engineering will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 p.m., on Thursday, February 20, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business 4:30 p.m. on Thursday, January 30, 2020.

Karen A. Storm
Purchasing Agent

Dated: January 24, 2020
Albany, New York

PUBLISH ONE DAY - January 30, 2020 - THE EVANGELIST
PUBLISH ONE DAY - January 30, 2020 - THE TIMES UNION

RATING SHEET

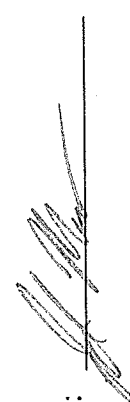
**RFP 2020-024 / Project 20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Road - Phase 3
Highway Improvement Project**

	Barton & Loguidice	CHA Consulting	Creighton Manning	Foit Albert Associates	MJ Engineering
Bill	8.300	8.750	8.700	9.150	9.600
Bob	7.500	8.250	8.700	8.450	8.800
Jim	6.800	7.930	7.650	7.350	8.300
Nick	7.550	8.050	8.050	8.200	8.900
Totals	30.150	32.980	33.100	33.150	35.600
Average	7.538	8.245	8.275	8.288	8.900
Rank	5	4	3	2	1

EVALUATION SCORE SHEET
RFP 2020-024

Design + Construction Inspection Services
CR 157 Watervliet Shaker Rd - Phase 3
Highway Improvement Project

PROPOSER	Barton & Loguidice	CHA Consulting	CME	Fort Albert	MJ Engineering		
Criteria	Weight						
Proposers Comprehension of the Required Scope of Services (work)	20%	6.65	1.310	7	1.400	6.65	1.330
Prior Experience in Similar Projects	20%	10	1.800	6.5	1.300	9	1.800
Total Proposed Price	25%	7	2.000	8	2.250	10	2.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	7.5	1.400	7	1.300	6.5	1.500
Professional Qualifications (Evaluation of employees' resumes)	10%	10	0.690	6.9	0.600	6	0.675
Client References	5%	7	0.350	9	0.450	10	0.500
		6.800	7.930	7.650	7.350	8.305	
		5	2	3	4	1	

Name: 

Date: 2/26/2020

EVALUATION SCORE SHEET
RFP #2020-024 / Project #20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Rd. - Phase 3
Highway Improvement Project

PROPOSER	Weight	Barton & Loguidice		CHA Consulting		Creighton Manning		Toit Albert Associates		MJ Engineering	
		Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted	Score	Weighted
Proposers Comprehension of the Required Scope of Services (work)	20%	9.5	1.900	9	1.800	8.5	1.700	9.5	1.900	9	1.800
Prior Experience with Similar Projects	20%	9	1.800	9.5	1.900	9.5	1.900	9.5	1.900	9	1.800
Total Proposed Price	25%	6	1.500	7	1.750	8	2.000	9	2.250	10	2.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1.600	9	1.800	8	1.600	8	1.600	10	2.000
Professional Qualifications (Evaluation of employees' resumes)	10%	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000
Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500
			8.300		8.750		8.700		9.150		9.600

Name: Bill Anderson

Date: 2/25/20

EVALUATION SCORE SHEET
RFP #2020-024 / Project #20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Rd. - Phase 3
Highway Improvement Project

PROPOSER	Criteria	Weight	Barion & Loguidice		CHA Consulting		Creighton Manning		Folt Albert Associates		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)		20%	7.5	1.500	9	1.800	9	1.800	7.5	1.500	8.5	1.700
Prior Experience with Similar Projects		20%	8	1.600	8.5	1.700	9	1.800	8.5	1.700	8.5	1.700
Total Proposed Price		25%	6	1.500	7	1.750	8	2.000	9	2.250	10	2.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	8	1.600	8.5	1.700	9	1.800	8.5	1.700	8	1.600
Professional Qualifications (Evaluation of employees' resumes)		10%	9	0.900	9	0.900	9	0.900	9	0.900	9	0.900
Client References		5%	8	0.400	8	0.400	8	0.400	8	0.400	8	0.400
				7.500		8.250		8.700		8.450		8.800

Name: Robert Casimiro

Date: 2/25/20

EVALUATION SCORE SHEET
RFP #2020-024 / Project #20-C558
Design + Construction Inspection Services
CR 157 Watervliet Shaker Rd. - Phase 3
Highway Improvement Project

PROPOSER	Weight	Barton & Loguidice	CHA Consulting	Creighton Manning	Foit Albert Associates	MJ Engineering
Proposers Comprehension of the Required Scope of Services (work)	20%	7	9	8	8	9
Prior Experience with Similar Projects	20%	10	10	8	8	8
Total Proposed Price	25%	6	7	8	9	10
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	7	7	8	8	9
Professional Qualifications (Evaluation of employees' resumes)	10%	8	7	8	7	8
Client References	5%	9	8	9	9	8
		7.550	8.050	8.050	8.200	8.900

Name: NICOLAS CALOGERO

Date: 2/24/20

RESOLUTION NO. 246

**AUTHORIZING AN AGREEMENT WITH CHA CONSULTING, INC
REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR BRIDGE SUPERSTRUCTURE REPLACEMENT REGARDING CR253
(BOZENKILL ROAD) OVER THE NORFOLK SOUTHERN RAILROAD
TRACKS IN THE TOWN OF KNOX**

Introduced: 6/11/18

By Public Works Committee:

WHEREAS, After an RFP process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with CHA Consulting, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on April 27, 2018 six bids were received pertaining to the project, and

WHEREAS, The Department engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to CHA Consulting, Inc., Albany, NY 12205 on the basis of the best understanding of the scope of work, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with CHA Consulting, Inc., Albany, NY 12205 for design and construction inspection services regarding Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and, be it further

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

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

Adopted by unanimous vote - 6/11/18

RESOLUTION NO. 148

AUTHORIZING AN AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING, PC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE CR157 PHASE III HIGHWAY IMPROVEMENT PROJECT IN THE TOWN OF COLONIE

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with MJ Engineering and Land Surveying, PC regarding design and construction inspection services for the CR157 (Watervliet Shaker Rd) Phase III Highway Improvement Project in the Town of Colonie in an amount not to exceed \$298,000 for a term commencing May 1, 2020 and ending November 30, 2022, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for proposals and five (5) proposals were received pertaining to the project, and

WHEREAS, The County Purchasing Agent and the Department of Public Works Engineering reviewed said bids and recommended awarding the contract to MJ Engineering and Land Surveying, PC as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with MJ Engineering and Land Surveying, PC, Clifton Park, NY 12067 regarding design and construction inspection services for the CR157 (Watervliet Shaker Rd) Phase III Highway Improvement Project in the Town of Colonie in an amount not to exceed \$298,000 for a term commencing May 1, 2020 and ending November 30, 2022, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 26, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Greenman-Pedersen, Inc.(GPI) for the Design & Construction Inspection Services for CR405 and Old Ravena Rd. Bridge Superstructure Replacement Project.

The County Purchasing Agent received nine (9) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Greenman-Pedersen, Inc. based on their overall proposal. GPI had the highest rated proposal total. Six (6) criteria are used for rating the proposals. The six (6) criteria have different weights. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. GPI did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$200,850.00.

The proposed bridge superstructure replacement project will consist of designing a new superstructure using galvanized steel beams and diaphragms including a reinforced poured concrete deck for the (CR405) Sunset Hill Rd. over the Basic Creek (BIN 3301590) and Old Ravena Rd. over Coeymans Creek (BIN 3301030). New bridge rail will be included in the design.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1568, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with Greenman-Pedersen, Inc.

Date: February 27, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

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):

Greenman-Pedersen, Inc.
80 Wolf Rd. Suite #300
Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$200,850.00
Scope of Services: Design and Construction Inspection Services

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: HHR55197.22000B
Appropriation Amount: \$200,850.00

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) May 1, 2020-November 30, 2021
Length of Contract: 19 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Greenman-Pedersen, Inc.(GPI) for the Design & Construction Inspection Services for CR405 and Old Ravena Rd. Bridge Superstructure Replacement Project.

The County Purchasing Agent received nine (9) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Greenman-Pedersen, Inc. based on their overall proposal. GPI had the highest rated proposal total. Six (6) criteria are used for rating the proposals. The six (6) criteria have different weights. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. GPI did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$200,850.00.

The proposed bridge superstructure replacement project will consist of designing a new superstructure using galvanized steel beams and diaphragms including a reinforced poured concrete deck for the (CR405) Sunset Hill Rd. over the Basic Creek (BIN 3301590) and Old Ravena Rd. over Coeymans Creek (BIN 3301030). New bridge rail will be included in the design.



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

DANIEL P. McCOY
COUNTY EXECUTIVE

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Department of Public Works

FROM: Karen Storm *K Storm*
Purchasing Agent

DATE: February 27, 2020

RE: RFP #2020-025

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Greenman Pedersen Engineering in the amount of \$200,850.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Greenman Pedersen Engineering for an award.

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 26, 2020

RE: RFP #2020-025
CR405 and Old Ravena Rd.
Superstructure Replacement
Design and Construction Inspection Services

Upon review of the nine (9) proposals that were received regarding the aforementioned project, I would like to recommend Greenman-Pedersen, Inc. for the award in the amount not to exceed \$200,850.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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DEPARTMENT OF PUBLIC WORKS
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WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 26, 2020

RE: RFP#2020-025
CR405/Old Ravena Rd. Superstructure Replacement Project
Design & Construction Inspection Services

Attached please find the rating tally sheet for the subject project. After reviewing all nine (9) of the RFP's, we recommend the project be awarded to Greenman-Pedersen, Inc. on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$200,850.00.

Please let me know if you have any questions.

WA:ct

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-025**

Sealed Proposals for Design and Construction Inspection Services for Bridge Superstructure Replacements (two sites) CR405 (Sunset Hill Rd.) over Basic Creek (BIN 3301590) and Old Ravena Rd. over Coeymans Creek (BIN 3301030) as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday, February 20, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday, January 30, 2020.

Karen A. Storm
Purchasing Agent

Dated: January 24, 2020
Albany, New York

PUBLISH ONE DAY – January 30, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – January 30, 2020 -- THE TIMES UNION

RATING SHEET
RFP 2020-025 / Project 20-C559
Design + Construction Inspection Services
CR 405 + Old Ravenna Road
Bridge Superstructure Replacement Project

	Barton & Langsdice	Bell Engineering	C&S Companies	Creighton Manning	Fitit Albert	GPI	KS Engineers	LIRo Engineers	MJ Engineering
Lisa	7.575	9.250	7.700	8.375	9.075	9.200	7.825	7.950	8.625
Bill	7.725	9.200	8.150	8.525	8.825	9.350	6.875	7.200	8.875
Chris	7.888	8.950	7.100	7.775	8.850	9.450	7.725	7.575	8.700
Tony	7.625	8.300	7.150	8.025	8.425	8.450	7.075	7.400	8.375
Totals	30.813	35.700	30.100	32.700	35.175	36.450	29.500	30.125	34.575
Average	7.703	8.925	7.525	8.175	8.794	9.113	7.375	7.531	8.644
Rank	6	2	8	5	3	1	9	7	4

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravenna Road
Bridge Superstructure Replacement

PROPOSER	Criteria	Weight	Criteria																
			Barton & Loguidice	Bell Engineering	C&S Companies	Creighton/Manning	Foix/Albert	GPI	KS Engineers	LJRo Engineers	MJ Engineering								
Proposers Comprehension of the Required Scope of Services (work)	20%	8	1.600	8	1.600	9.5	1.900	9	1.800	9	1.800	8	1.600	10	2.000	9	1.800	8.5	1.700
Prior Experience with Similar Projects	20%	10	2.000	9	1.800	9	1.800	10	2.000	10	2.000	10	2.000	8	1.600	10	2.000	9	1.800
Total Proposed Price	25%	4.5	1.125	10	2.500	5	1.250	6.5	1.625	8.5	2.125	9	2.250	5.5	1.375	6	1.500	7.5	1.875
Ability to Keep Project on Schedule and Within Budget (include examples and a proposed project schedule.)	20%	8	1.600	8	1.600	6	1.200	8	1.600	8	1.600	8	1.600	6	1.200	6	1.200	10	2.000
Professional Qualifications (Evaluation of employees' resumes)	10%	8	0.800	8	0.800	10	1.000	10	1.000	9	0.900	10	1.000	9	0.900	9	0.900	10	1.000
Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500	9	0.450
			7.625	8.300	8.300	7.150	8.025	8.425	8.450	7.075	7.400	8.375							

Name:  Date: 2/26/2020

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravenna Road
Bridge Superstructure Replacement

PROPOSER	Weight	Barton & Loguidice	Bell Engineering	C&S Companies	Creighton Manning	Foite Albert	GPI	KS Engineers	LiRo Engineers	MJ Engineering							
Proposers Comprehension of the Required Scope of Services (work)	20%	9	1.800	8.75	1.750	8.5	1.700	8.5	1.700	8	1.600	9	1.800				
Prior Experience with Similar Projects	20%	9	1.800	8.75	1.750	8.5	1.700	8.5	1.700	8	1.600	8.5	1.700				
Total Proposed Price	25%	4.5	1.125	5	1.250	6.5	1.625	8.5	2.125	9	2.250	5.5	1.375	6	1.500	7.5	1.875
Ability to Keep Project on Schedule and Within Budget (include examples and a proposed project schedule.)	20%	9	1.800	5.5	1.100	7	1.400	9	1.800	9	1.900	8	1.600	8	1.600	9.5	1.900
Professional Qualifications (Evaluation of employees' resumes)	10%	9	0.900	7.75	0.775	9	0.900	8.75	0.875	9.75	0.975	7.5	0.750	8	0.800	10	1.000
Client References	5%	9.25	0.463	9.5	0.475	9	0.450	9	0.450	9.5	0.475	10	0.500	9.5	0.475	8.5	0.425
			7.888		7.100	7.775	8.850	9.450	7.725	7.575	8.700						

Name: Christina Valachovic Date: 2/26/2020

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravena Road
Bridge Superstructure Replacement

PROPOSER	Criteria																		
	Weight	Barton & Loguidice	Bell Engineering	C&S Companies	Greighton Manning	Foix-Albert	GPI	KS Engineers	LiRo Engineers	MJ Engineering									
Proposer's Comprehension of the Required Scope of Services (work)	20%	9	1,800	9	1,800	10	2,000	9	1,800	9	1,800	9	1,800						
Prior Experience with Similar Projects	20%	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800	9	1,800						
Total Proposed Price	25%	4.5	1,125	10	2,500	5	1,250	6.5	1,625	8.5	2,125	9	2,250	5.5	1,375	6	1,500	7.5	1,875
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1,600	9	1,800	8	1,600	9	1,800	9	1,800	9	1,800	8	1,600	8	1,600	9	1,800
Professional Qualifications (Evaluation of employees' resumes)	10%	8	0,800	9	0,900	8	0,800	9	0,900	9	0,900	9	0,900	8	0,800	8	0,800	9	0,900
Client References	5%	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450	9	0,450
			7,575		9,250		7,700		8,375		9,075		9,200		7,825		7,950		8,625

Name: Date: 2/26/20

EVALUATION SCORE SHEET
RFP #2020-025 / Project #20-C559
Design + Construction Inspection Services
CR 405 + Old Ravenna Road
Bridge Superstructure Replacement

PROPOSER	Weight	Barron & Loguidice	Bell Engineering	C&S Companies	Creighton Manning	Fort Albert	GPI	KS Engineers	LitRo Engineers	MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)	20%	9.5	1.900	10	2.000	9	1.800	8	1.600	9	1.800
Prior Experience with Similar Projects	20%	8	1.600	8	1.800	9	1.800	7	1.400	8.5	1.700
Total Proposed Price	25%	4.5	1.125	5	1.250	6.5	2.125	5.5	1.375	7.5	1.875
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1.600	9	1.800	8	1.600	5	1.000	10	2.000
Professional Qualifications (Evaluation of employees' resumes)	10%	10	1.000	10	1.000	10	1.000	10	1.000	10	1.000
Client References	5%	10	0.500	10	0.500	10	0.500	10	0.500	10	0.500
		7.725	9.200	8.150	8.525	8.825	9.350	6.875	7.200	8.875	

Name: Bill Anslow

Date: 2/26/20

CR405 and Old Ravenna Rd. Superstructure Replacement

Design and Construction Inspection

VENDOR	Bell Eng.	GPI	Foit-Albert	MJ Eng.	CME	LiRo	KS Eng.	C & S	B & L
Design	\$50,000.00	\$33,850	\$76,040.00	\$67,000.00	\$75,500.00	\$125,706.00	\$66,300.00	\$68,500.00	\$79,200.00
Construction Inspection	\$40,000.00 \$40,000.00	\$75,500.00 \$75,500.00	\$63,000.00 \$63,000.00	\$80,000.00 \$80,000.00	\$86,350.00 \$86,350.00	\$63,735.00 \$63,735.00	\$95,198.00 \$95,198.00	\$97,000.00 \$97,000.00	\$92,600.00 \$92,600.00
Testing	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$5000.00 \$5000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00	\$8000.00 \$8000.00
TOTAL PROJECT COST	\$146,000.00	\$200,850.00	\$212,040.00	\$243,000.00	\$264,200.00	\$269,176.00	\$272,696.00	\$278,500.00	\$280,40.00

RESOLUTION NO. 246

**AUTHORIZING AN AGREEMENT WITH CHA CONSULTING, INC
REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES
FOR BRIDGE SUPERSTRUCTURE REPLACEMENT REGARDING CR253
(BOZENKILL ROAD) OVER THE NORFOLK SOUTHERN RAILROAD
TRACKS IN THE TOWN OF KNOX**

Introduced: 6/11/18

By Public Works Committee:

WHEREAS, After an RFP process, the Commissioner of the Department of Public Works has requested authorization to enter into an agreement with CHA Consulting, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on April 27, 2018 six bids were received pertaining to the project, and

WHEREAS, The Department engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to CHA Consulting, Inc., Albany, NY 12205 on the basis of the best understanding of the scope of work, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with CHA Consulting, Inc., Albany, NY 12205 for design and construction inspection services regarding Bridge Superstructure Replacement for CR253 (Bozenkill Road) Over the Norfolk Southern Railroad Tracks in the Town of Knox in an amount not to exceed \$120,000 for the term commencing June 1, 2018 and ending November 30, 2019, and, be it further

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

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

Adopted by unanimous vote - 6/11/18

RESOLUTION NO. 149

AUTHORIZING AN AGREEMENT WITH GREEMAN-PEDERSEN, INC REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR405 AND OLD RAVENA ROAD BRIDGE SUPERSTRUCTURE REPLACEMENT PROJECT

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Greenman-Pedersen, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement CR405 (Sunset Hill Rd) Over Basic Creek and Old Ravena Rd Over Coeymans Creek Project in an amount not to exceed \$200,850 for a term commencing May 1, 2020 and ending November 30, 2021, and

WHEREAS, The Department of Public Works in collaboration with the County Purchasing Agent issued a request for proposals and nine proposals were received pertaining to the project, and

WHEREAS, The Department engineering staff and County Purchasing Agent reviewed said bids and recommended awarding the contract to Greenman-Pedersen, Inc., Albany, NY 12205 as offering the best value to the County based on its demonstrated understanding of the scope of project and quality of its overall proposal, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Greenman-Pedersen, Inc. regarding design and construction inspection services for Bridge Superstructure Replacement CR405 (Sunset Hill Rd) Over Basic Creek and Old Ravena Rd Over Coeymans Creek Project in an amount not to exceed \$200,850 for a term commencing May 1, 2020 and ending November 30, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL C. LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

February 26, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Foit-Albert Associates for the Design & Construction Inspection Services for CR402 and CR404 Culvert Replacement.

The County Purchasing Agent received ten (10) proposals for this project. Our engineering staff reviewed the proposals and recommended the award of this contract to Foit-Albert Associates based on their overall proposal. Foit-Albert had the highest rated proposal total. Six (6) criteria are used for rating the proposals. The six (6) criteria have different weights. Once the proposals are rated individually, the team gets together to have an open discussion to be sure nothing is missed. After the discussion is complete, the ratings are placed on a tally sheet and totaled. The proposer with the highest average score is then recommended for the project. Foit-Albert did not have the lowest price, but they still had the best overall proposal. The total contract amount shall not exceed \$168,500.00.

The proposed culvert replacement project will consist of evaluating what type of culvert should be used to replace the existing deteriorated culverts. The proposed replacement culverts shall be studied for the most economical replacement option.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1572, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for an Agreement with Foit-Albert Associates

Date: February 28, 2020
 Submitted By: Lisa M. Ramundo
 Department: Public Works
 Title: Commissioner
 Phone: 518-765-2055
 Department Rep.
 Attending Meeting: Lisa M. Ramundo

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):

Foit-Albert Associates

435 New Karner Rd.

Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$168,500.00

Scope of Services: Design and Construction Inspection Services

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: HHT25197.22000R
Appropriation Amount: \$168,500.00

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) 5/1/2020-11/30/2021
Length of Contract: 19 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 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)

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The proposed culvert replacement project will consist of evaluating what type of culvert should be used to replace the existing deteriorated culverts. The proposed replacement culverts shall be studied for the most economical replacement option.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa M. Ramundo, Commissioner
Public Works Department

FROM: Karen Storm *K. Storm*
Purchasing Agent

DATE: February 28, 2020

RE: RFP #2020-026 CR402/CR404 Culvert Replacement
Design & Construction Inspection Services
Project #20-C557

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Foit-Albert Associates in the amount of \$168,150.00.

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa M. Ramundo, Commissioner

DATE: February 26, 2020

RE: RFP #2020-026
CR402/CR404 Culvert Replacement
Design and Construction Inspection Services
Project #20-C557

Upon review of the ten (10) proposals that were received regarding the aforementioned project, I would like to recommend Foit-Albert Associates for the award in the amount not to exceed \$168,150.00.

I have attached a copy of our Engineering Divisions recommendation along with the Rating Sheet.

If you have any questions, please feel free to contact my office.

LMR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEPARTMENT OF PUBLIC WORKS
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WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO
COMMISSIONER

Memorandum

TO: Lisa M. Ramundo, Commissioner

FROM: Bill Anslow, Civil Engineer

DATE: February 26, 2020

RE: RFP#2020-026
CR402/CR404 Culvert Replacement
Design & Construction Inspection Services
Project #20-C557

Attached please find the rating tally sheet for the subject project. After reviewing all ten (10) of the RFP's, we recommend the project be awarded to Foit-Albert Associates on the basis of the best understanding of the scope of the project. Total contract amount not to exceed \$168,150.00.

Please let me know if you have any questions.

WA:ct

RFP#2020-026

CR402/CR404 Culvert Replacement

Design and Construction Inspection

VENDOR	Bell Eng.	GPI	Foit-Albert	Maser	C & S	B & L	MJ Eng.	CME	LIRO	JMT
Design	\$40,000.00	\$56,700.00	\$58,150.00	\$104,400.00	\$72,000.00	\$90,900.00	\$125,000.00	\$96,800.00	\$148,112.00	\$179,514.00
Construction Inspection	\$50,000.00	\$94,000.00	\$105,000.00	\$75,000.00	\$118,300.00	\$115,800.00	\$102,000.00	\$132,400.00	\$136,875.00	\$110,086.00
Testing	\$8000.00	\$8000.00	\$5000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00	\$8000.00
TOTAL PROJECT COST	\$98,000.00	\$158,700.00	\$168,150.00	\$187,400.00	\$198,300.00	\$214,700.00	\$235,000.00	\$237,200.00	\$292,987.00	\$297,600.00

RATING SHEET

RFP 2020-026 / Project 20-C557

Design + Construction Inspection Services
CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir
 Culvert Replacement Project

	Barton & Loggins	Bell Engineering	C&S Companies	Creighton Manning	Fort Albert	GPI	JMIT	LiRo Engineers	Master Engineering	MJ Engineering
Bill	8.650	9.200	8.775	8.475	9.225	8.850	7.700	7.025	8.700	8.500
Chris	8.600	9.100	8.288	8.350	9.025	8.963	7.875	7.625	8.975	8.200
Rob	9.050	8.400	8.375	8.075	8.865	8.850	7.600	7.125	7.900	8.000
Tony	8.650	8.000	8.275	8.375	8.625	8.950	6.900	7.225	8.000	8.100
Totals	34.950	34.700	33.713	33.275	35.740	35.613	30.075	29.000	33.575	32.800
Average	8.738	8.675	8.428	8.319	8.935	8.903	7.519	7.250	8.394	8.200
Rank	3	4	5	7	1	2	9	10	6	8

EVALUATION SCORE SHEET

RFP #2020-026 / Project #20-C557

Design + Construction Inspection Services

CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir

Culvert Replacement Project

PROPOSER	Weight	Barron & Bogutskie	Bell Engineering	C&S Companies	Crighthon Manning	Foite Albert	GPI	JMT	JiRo Engineers	Master Engineering	Mil Engineering
Proposers Comprehension of the Required Scope of Services (work)	20%	10	2,000	10	2,000	9	1,800	9	1,800	9	1,800
Prior Experience with Similar Projects	20%	9	1,800	9	2,000	9	1,800	9	1,800	9	1,800
Total Proposed Price	25%	7	1,750	7.5	1,375	8.5	2,125	4	1,000	8	2,000
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1,600	8	1,600	10	2,000	8	1,600	8	1,600
Professional Qualifications (Evaluation of employees' resumes)	10%	10	1,000	10	1,000	10	1,000	10	1,000	10	1,000
Client References	5%	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500
		8,650	9,200	8,775	8,475	9,225	8,850	7,700	7,025	8,700	8,500

Name: Bill Anslow

Date: 2/27/2020

EVALUATION SCORE SHEET
RFP #2020-026 / Project #20-C557
Design + Construction Inspection Services
CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir
Culvert Replacement Project

PROPOSER	Criteria	Weight	Criteria										MU Engineering									
			Barron & Logistics	Ball Engineering	C&S Companies	Crew/Team Manning	Rail/Albern	GPI	JMT	HR Engineers	Maxent Engineering	MU Engineering										
Proposers Comprehension of the Required Scope of Services (work)		20%	9.5	1.900	9	1.800	9.5	1.900	9	1.800	9	1.800	9	1.800	9	1.800	9	1.800	9.5	1.900		
Prior Experience with Similar Projects		20%	9.5	1.900	7.5	1.500	9	1.800	9.2	1.840	8.5	1.700	9	1.800	9	1.800	7.5	1.500	7	1.400	9	1.800
Total Proposed Price		25%	7	1.750	10	2.500	7.5	1.875	5.5	1.375	8.5	2.125	9	2.250	4	1.000	4.5	1.125	8	2.000	6	1.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)		20%	10	2.000	7.5	1.500	7	1.400	8.5	1.700	9	1.800	9	1.800	7.5	1.500	7.5	1.500	7.5	1.500	8.5	1.700
Professional Qualifications (Evaluation of employees' resumes)		10%	10	1.000	6	0.600	10	1.000	9	0.900	9	0.900	9	0.900	10	1.000	8	0.800	10	1.000	7	0.700
Client References		5%	10	0.500	10	0.500	8	0.400	10	0.500	8	0.400	8	0.400	10	0.500	8	0.400	10	0.500	8	0.400
			9.050		8.400		8.375		8.075		8.865		8.850		7.600		7.125		7.900		8.000	

Name: Rob Gunthaler

Date: 2/27/2020

EVALUATION SCORE SHEET

RFP #2020-026 / Project #20-C557

Design + Construction Inspection Services

CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir

Culvert Replacement Project

PROPOSER	Weight	Baron & Logothice		Bell Engineering		CAS Companies		Creighton Manning		FairAlbert		GPI		JVM		JTR Engineers		Master Engineering		MJ Engineering	
Proposers Comprehension of the Required Scope of Services (work)	20%	9.25	1.850	9	1.800	8	1.600	9	1.800	9.5	1.900	9	1.800	9.5	1.900	8	1.600	9.25	1.850	8.5	1.700
Prior Experience with Similar Projects	20%	9	1.800	9	1.800	8.75	1.750	9.5	1.900	9	1.800	9	1.800	9	1.800	8.5	1.700	9.5	1.900	8.75	1.750
Total Proposed Price	25%	7	1.750	10	2.500	7.5	1.875	5.5	1.375	8.5	2.125	9	2.250	4	1.000	4.5	1.125	8	2.000	6	1.500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	9	1.800	8.75	1.750	9	1.800	9.25	1.850	9.25	1.850	9	1.800	9	1.800	9.5	1.900	9	1.800	9.25	1.850
Professional Qualifications (Evaluation of employees' resumes)	10%	9	0.900	8	0.800	8	0.800	9.25	0.925	8.75	0.875	8.5	0.850	8.75	0.875	8	0.800	9.25	0.925	9.25	0.925
Client References	5%	10	0.500	9	0.450	9.25	0.463	10	0.500	9.5	0.475	9.25	0.463	10	0.500	10	0.500	10	0.500	9.5	0.475
		8.600		9.100		8.288		8.350		9.025		8.963		7.875		7.625		8.975		8.200	

Name: Christina Valachovic

Date: 2/27/2020

EVALUATION SCORE SHEET
RFP #2020-026 / Project #20-C557
Design + Construction Inspection Services
CR 402 over Eight Mile Creek + CR 404 over tributary to Basic Reservoir
Culvert Replacement Project

PROPOSER	Weight	Barrett & Logsdice	Bell Engineering	G&S Companies	Creighton Manning	Fort Albert	GPI	INVT	Urb Engineers	Master Engineering	MJ Engineering										
Proposers Comprehension of the Required Scope of Services (work)	20%	10	2,000	8	1,600	9	1,800	9.5	1,900	8	1,600	6	1,200	8	1,600	7	1,400	9	1,800		
Prior Experience with Similar Projects	20%	10	2,000	7	1,400	9.5	1,900	10	2,000	9	1,800	10	2,000	10	2,000	8	1,600	9	1,800		
Total Proposed Price	25%	7	1,750	10	2,500	7.5	1,875	5.5	1,375	8.5	2,125	9	2,250	4	1,000	4.5	1,125	8	2,000	6	1,500
Ability to Keep Project on Schedule and Within Budget (Include examples and a proposed project schedule.)	20%	8	1,600	6	1,200	6	1,200	8	1,600	8	1,600	8	1,600	7	1,400	6	1,200	8	1,600	8	1,600
Professional Qualifications (Evaluation of employees' resumes)	10%	8	0,800	8	0,800	10	1,000	10	1,000	10	1,000	10	1,000	8	0,800	8	0,800	9	0,900	10	1,000
Client References	5%	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,500	10	0,400
			8,650	8,000	8,275	8,375	8,625	8,950	6,900	7,225	8,000	8,100									

Name: Tony Fernandez Date: 2/27/2020

**NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-026**

Sealed Proposals for Design and Construction Inspection Services for CR402 over Eight Mile Creek (BIN 3369300) and CR404 over Tributary to the Basic Culvert Replacement Project as requested by Albany County Department of Public Works, will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Thursday, February 20, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on Thursday, January 30, 2020.

Karen A. Storm
Purchasing Agent

Dated: January 24, 2020
Albany, New York

PUBLISH ONE DAY – January 30, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – January 30, 2020 -- THE TIMES UNION

RESOLUTION NO. 139

AUTHORIZING AN AGREEMENT WITH CREIGHTON MANNING ENGINEERING, LLP REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE LARGE CULVERT REPLACEMENT PROJECT

Introduced: 4/9/18

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Creighton Manning Engineering, LLP regarding design and construction inspection services for the Large Culvert Replacement Project, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and on February 1, 2018 and seven bids were received pertaining to the project, and

WHEREAS, The County Purchasing Agent reviewed said bids and recommended awarding the contract to Creighton Manning Engineering, LLP as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Creighton Manning Engineering, LLP, Albany, NY 12205 in an amount not to exceed \$168,000 regarding design and construction inspection services for the Large Culvert Replacement Project, and, be it further

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

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

Adopted by unanimous vote. 4/9/18

RESOLUTION NO. 150

AUTHORIZING AN AGREEMENT WITH FOIT-ALBERT ASSOCIATES REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR CR402 AND CR404 CULVERT REPLACEMENT PROJECT

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with Foit-Albert Associates regarding design and construction inspection services for a culvert replacement project for CR402 and CR404 in the County of Albany, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for proposals and ten proposals were received pertaining to the project, and

WHEREAS, The County Purchasing Agent and Department of Public engineers reviewed said proposals and recommended awarding the contract to Foit-Albert Associates as offering the best value to the County based on its demonstrated understanding of the scope of the project and quality of its overall proposal, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Foit-Albert Associates, Albany, NY 12205 regarding design and construction services for CR 402 and CR 404 in an amount not to exceed \$168,150 for a term commencing May 1, 2020 and ending November 30, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

March 24, 2020

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on not only paving the 7.58 miles of Cold-In-Place Recycled Roads. We plan on milling off 2" of existing top course asphalt and repaving with 2" of new top course asphalt on another 17.20 miles of County Roads for a total of 24.78 miles. The following roads are scheduled for Mill/Fill:

- CR1 (Switzkill Rd.) from NY85 to NY443 (Town Westerlo) ≈2.1 miles
- CR11 (Case Hill Rd.) from Flood Rd. to CR412 (Town of Berne)≈0.6 miles plus 400' of CR11(North Rd.)
- CR108 (Copeland Hill Rd.) from NY32 to CR301 (Town of New Scotland)≈2.45 miles
- CR111 (Alcove Rd.) from NY143 to Greene County Line (Towns of Coeymans & Westerlo)≈4.09 miles plus CR112 (Stacco Rd.) from CR111 to Green County Line ≈.71 miles ≈ total 4.8 miles
- CR157 (Watervliet Shaker Rd.) from Dalessandro Blvd. to Sand Creek Rd. (Town of Colonie) ≈0.8 miles
- CR201 (No. Main St.) from CSX Tracks to CR208 and Stone Rd. from CR201 to CR208 (Town of Guilderland)≈0.23 miles
- CR352 (Fox Creek Rd.) from CR358 to NY145 (Town of Rensselaerville)≈3.04 miles
- CR405 (Sunset Hill Rd.) from NY32 to Green County Line (Town of Westerlo)≈1.10 miles
- CR406 (Kuster Rd.) from 401 to NY32 (Town of Westerlo)≈1.95 miles

These Roads are scheduled for cold in place recycling provided under a separate contract. They will be paved under the hauling and placing contract:

- CR109 (Lawson Lake Rd.) from CR301 to NY32 (Towns of New Scotland and Coeymans)≈3.48 miles

- CR201 (No. Main St.) from Grove St. to CSX Tracks (Towns of New Scotland and Guilderland)≈1.9 miles
- CR255 (Knox-Gallupville Rd.) from NY156 to Schoharie Line (Town of Knox)≈2.2 miles

The entire Hauling & Placing Contract will be paid for by the States CHIPS Program. The County up fronts the money and then submits to the State for reimbursement.

The County Purchasing Agent received three (3) bids for this project. Our engineering staff reviewed the bids and recommended the award of this contract to Callanan Industries, Inc. in the amount not to exceed \$3,047,065.84.

We have included copies of all correspondence along with the bid tabulation sheet. If you have any questions regarding this request, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1620, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with Callanan Industries, Inc. for Hauling and Placing

Date: March 24, 2020
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa Ramundo

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):
Callanan Industries, Inc.
PO Box 15097
Albany, NY 12212

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

Amount/Raise Schedule/Fee: \$3,047,065.84
Scope of Services: Hauling and Placing of Asphalt Concrete

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: D95112.4075
Appropriation Amount: \$3,047,065.84

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 7/1/20-11/30/20
Length of Contract: 5 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

The Department of Public Works is requesting the Legislature's approval to enter into an agreement with Callanan Industries, Inc. for the hauling and placing of asphalt concrete on various County roads. This proposed contract is with the successful low bidder, and is the annual contract for paving which is funded by the New York State Consolidated Local Street and Highway Improvements Program (CHIPS) Capital Program.

As part of Albany County's DPW Highway Maintenance Plan, we are planning on not only paving the 7.58 miles of Cold-In-Place Recycled Roads. We plan on milling off 2" of existing top course asphalt and repaving with 2" of new top course asphalt on another 17.20 miles of County Roads for a total of 24.78 miles. The following roads are scheduled for Mill/Fill:

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≈0.8 miles

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The entire Hauling & Placing Contract will be paid for by the States CHIPS Program. The County up fronts the money and then submits to the State for reimbursement.

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ALBANY COUNTY DEPARTMENT OF PUBLIC WORKS
PROJECT 20-C-560
BID NO. 2020-035
2020 HAULING PLACING - BID RESULTS

ALBANY COUNTY DEPT. OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186

ITEM NUMBER	DESCRIPTION	QUANTITIES	ENGINEER'S ESTIMATE			Callanan Industries, Inc.			Cobleskill Stone Products, Inc.			New Castile Paving, LLC		
			UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID	UNIT PRICE	AMT BID
402.058903	HOT MIX ASPHALT, F9 SHIM COURSE	250 TON	\$62.00	\$15,500.00	\$55.00	\$13,750.00	\$61.85	\$15,462.50	\$50.00	\$12,500.00				
402.128202	HOT MIX ASPHALT, 12.5, F2 TOP COURSE, 80 SERIES	41,338 TON	\$56.00	\$2,314,928.00	\$56.15	\$2,321,128.70	\$55.95	\$2,312,861.10	\$57.35	\$2,370,734.30				
402.198902	HOT MIX ASPHALT, 19, F9 BINDER COURSE	1,350 TON	\$50.00	\$67,500.00	\$50.50	\$68,175.00	\$53.70	\$72,495.00	\$52.00	\$70,200.00				
402.378902	HOT MIX ASPHALT, 37.5, F9 BASE COURSE, 80 SERIES	1,570 TON	\$50.00	\$78,500.00	\$47.00	\$73,790.00	\$52.35	\$82,189.50	\$52.00	\$81,640.00				
407.0101	TACK COAT	19,323 GAL	\$3.80	\$73,427.40	\$4.15	\$80,190.45	\$3.00	\$57,969.00	\$2.50	\$48,307.50				
490.10	PRODUCTION COLD MILLING OF BITUMINOUS CONCRETE	263,483 SY	\$0.75	\$197,612.25	\$0.85	\$223,960.55	\$0.80	\$210,786.40	\$0.82	\$216,056.06				
490.30	MISCELLANEOUS COLD MILLING OF BITUMINOUS CONCRETE	1,843 SY	\$4.25	\$7,832.75	\$2.50	\$4,607.50	\$7.00	\$12,901.00	\$2.50	\$4,607.50				
608.020102	HOT MIX ASPHALT HANDWORK FOR DRIVEWAYS	60 TON	\$160.00	\$9,600.00	\$150.00	\$9,000.00	\$160.00	\$9,600.00	\$140.00	\$8,400.00				
619.0101	BASIC MAINTENANCE AND PROTECTION OF TRAFFIC, CONTRACTOR TO PROVIDE BASIC MP&T FOR CR 157, WATERLIET SHAKER RD. ONLY													
AC637.40	ASPHALT CONCRETE TESTING SERVICES	1 LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$41,000.00	\$41,000.00	\$27,000.00	\$27,000.00				
640.20	WHITE PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MIL	1 LS	\$15,000.00	\$15,000.00	1	\$15,000.00	1	\$15,000.00	1	\$15,000.00				
640.21	YELLOW PAINT REFLECTORIZED PAVEMENT STRIPES - 20 MIL	253,784 FT	\$0.10	\$25,378.40	\$0.08	\$20,302.72	\$0.08	\$20,302.72	\$0.07	\$17,764.88				
680.50	INDUCTANCE LOOP INSTALLATION	253,784 FT	\$0.10	\$25,378.40	\$0.08	\$20,302.72	\$0.08	\$20,302.72	\$0.07	\$17,764.88				
680.72	INDUCTANCE LOOP WIRE	600 FT	\$15.00	\$9,000.00	\$15.00	\$9,000.00	\$15.10	\$9,060.00	\$15.00	\$9,000.00				
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES	1,950 FT	\$1.40	\$2,730.00	\$1.50	\$2,925.00	\$1.50	\$2,925.00	\$1.50	\$2,925.00				
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES	11,972 FT	\$0.80	\$9,577.60	\$0.70	\$8,380.40	\$0.70	\$8,380.40	\$0.65	\$7,781.80				
685.13	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS	14,504 FT	\$0.80	\$11,603.20	\$0.70	\$10,152.80	\$0.70	\$10,152.80	\$0.65	\$9,427.60				
685.14	YELLOW EPOXY REFLECTORIZED PAVEMENT SYMBOLS	16 EA	\$45.00	\$720.00	\$50.00	\$800.00	\$50.00	\$800.00	\$45.00	\$720.00				
697.01	INTERIM PAYMENT	4 EPLS	\$152.00	\$608.00	\$150.00	\$600.00	\$150.00	\$600.00	\$145.00	\$580.00				
699.04	MOBILIZATION (4%)	1 LS	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00				
	TOTAL			\$3,034,896.00		\$3,047,045.84		\$3,052,788.14		\$3,070,409.52				
		RANK			1			2		3				

RFB-2019-034 Tabulation

Vendor	Callanan	Cobleskill	New Castle
Bid Bond	Bond	Bond	Bond
Total Bid Amount	\$ 3,047,065.84	\$ 3,052,788.14	\$ 3,070,409.52



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 765-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, P.E.
COMMISSIONER

RECOMMENDATION NOTICE

TO: Karen Storm, Purchasing Agent

FROM: Lisa Ramundo, Commissioner

DATE: March 24, 2020

RE: Project No. 20-C560
RFB #2020-035
2020 Hauling & Placing Asphalt Concrete
on Various County Roads

I have reviewed the bid results for Bid #2020-035 for 2020 Hauling & Placing Asphalt Concrete on Various County Roads. I would like to recommend the low bidder, Callanan Industries, Inc. be awarded the bid for a total bid price of \$3,047,065.84.

If you have any questions, please feel free to contact my office.

LR:ct



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
WWW.ALBANYCOUNTY.COM

LISA M. RAMUNDO, PE
COMMISSIONER

Memorandum

TO: *Lisa Ramundo, Commissioner*

FROM: *Bill Anslow, Civil Engineer*

DATE: *March 24, 2020*

RE: *Project #20-C560 (Bid #2020-035)
2020 Hauling and Placing Asphalt Concrete
on Various County Roads*

Having reviewed the three (3) proposals that were received regarding the subject project, Albany County DPW Engineering Division recommends the contract be awarded to Callanan Industries Inc. who has the lowest total bid price of \$3,047,065.84.

Please let me know if you have any questions.

WA:ct



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Lisa Ramundo, Commissioner
Department of Public Works

FROM: Karen Storm *Karen*
Purchasing Agent

DATE: March 24, 2020

RE: RFB #2020-035

I am in receipt of your recommendation to award the aforementioned Request for Bids to Callanan Industries, Inc., in the amount of \$3,047,065.84.

As Callanan Industries, Inc., is the low responsive and responsible bidder, I concur with your recommendation.

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

**NOTICE TO BIDDERS - ALBANY COUNTY
REQUEST FOR BIDS #2020-035**

Sealed bids for Hauling & Placing Asphalt Concrete on Various County Roads, Highway Improvement Project, will be received by the Albany County Purchasing Agent, 112 State Street, Room 1000, Albany, New York 12207 until 11:00 a.m. on Thursday, March 19, 2020.

Request for bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above.

The work site is located at: Various County roads in Albany County

The work includes: Hauling and placing asphalt concrete on County roads in various towns throughout Albany County, or as directed by the Commissioner of Public Works, or her representative.

Plans, specifications and bid proposal forms will be provided on a CD in PDF format (ADOBE version 6) and may be obtained at the office of the Albany County Purchasing Agent listed above at a cost of \$10.00 deposit per CD to the prospective bidder. If more than one CD is requested, a nonrefundable cost of \$5.00 service charge will be charged. The deposit will be returned to those bidders who return usable CD's with the bid, or within 30 days of their bid submission. Unmarked includes in good, reusable condition.

This is a UNIT PRICE BID. Each proposal must be made on an official Bid Form and must be accompanied by a certified check or bid bond in the amount of 5% of the base bid as security.

Successful bidder will be required to furnish a Faithful Performance Bond and a Labor and Material Bond each in the full amount of the contract price.

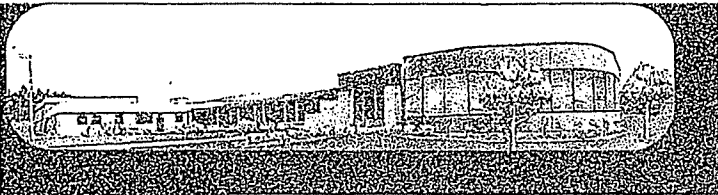
The County of Albany reserves the right to reject any or all bids received and to waive any informalities discovered therein.

County of Albany, New York
County Purchasing Agent

PUBLISH ONE DAY (3/5/20)

THE EVANGELIST
TIMES UNION

EASTERN NEW YORK LABORERS' TRAINING CENTER



UNION TRUSTEES
 DANIEL M. FRESINA
 ANTHONY M. FRESINA
 JEFFREY STEADMAN
 MICHAEL
 ADVISORY TRUSTEE
 ROBERT WOODRUFF JR.
 JOHN P. SORIANO JR.
 Training Director
 EMPLOYER TRUSTEES
 GENEVIEVE HULLOCK III
 BOB WEINSTEIN
 THOMAS M. ANGELO
 THOMAS M. ANGELO

March 11, 2020

Re: Callanan Industries

To Whom It May Concern:

Callanan Industries is a signatory contractor with Laborers Local #190 & #157. By being a signatory contractor, Callanan Industries signed a collective bargaining agreement.

Within this agreement the signatory contractor has access to Laborers Local #190 & Local #157 registered & approved NYS Apprenticeship Program in which Callanan Industries has utilized in the past.

If you should have any questions please contact me at 426-0290.

Sincerely Yours,

Anthony M. Crisorio
Apprentice Coordinator



Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision

Nature of Change: Rate Change
*Heavy Highway & Building

State Use Only
AT Sponsor No.
ATP Code
Effective Date of AT Program

- 1. Name of Sponsor: Eastern New York Laborers Training Center
2. Mailing Address: 666 Wemple Rd. Glenmont New York 12077 Albany
3. Actual Address: same
4. Telephone No.: 518-426-0290 Ext. Fax No.: 518-426-2091
5. E-mail Address:
6. Trade/Occupation: Skilled Construction Craft Laborers
7. No. Employees: 1100 No. Apprentices: 20 No. Journeyworkers: 1100 8. Ratio: 1:1,1:3
9. DOT Code: 869.463.580 10. Length of Program: 24 months
11. Apprentices Probationary Period: 6 month 12. Work process: Standard or Revised
13. Minimum Journeyworker Rate: \$ per hour 14. Effective Date of Wages: July 2019

*Heavy Highway/Building ZoneA LU 190=\$31.84/\$28.51 ZoneB LU#190 \$30.45/\$23.00

15. Apprentices wage progression for each period - in months (M) or hours (H)
LU#157 \$32.55/\$30.74

Table with 10 columns for wage progression periods (1-10) and rows for M (months) and H (hours) with corresponding percentages (65%, 70%, 80%, 80%).

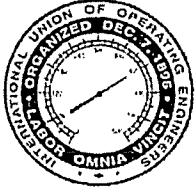
16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

17. Signature of Official Sponsor Representative: Anthony M. Cusano 3/11/20
18. Signature of Union Representative
Print Name and Title: Anthony M. Cusano
Print Name, Title, and Union Name

19. Signature New York State Department of Labor Date

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
4. The Sponsor agrees to follow and comply with the approved Work Progress, the Equal Employment Opportunity in Apprenticeship Training Part 600 Regulations, and the Regulations Governing the Registration of Apprenticeship Programs and Agreements, Part 601.
5. The Sponsor agrees to provide competent supervision of worksite training and adequate facilities to train apprentices.
6. The Sponsor agrees to instruct apprentices in safe and healthful work practices and agrees to ensure that training is provided in facilities and other environments that are in compliance with the safety and health standards promulgated by the Secretary of Labor under Public Law 91-596, and the Public Employees Safety and Health Act of the New York State Labor Law Article 2; Section 27-A.
7. The Sponsor agrees to evaluate the progress of all apprentices at least every six months, including job performance.
8. The Sponsor agrees to pay all apprentices a progressively increasing scale of wages as indicated on the front side of this form.
9. The Sponsor agrees to pay no less than the minimum journeyworker rate to each apprentice who completes the apprentice program and becomes eligible to receive a state Certificate of Completion.
10. The Sponsor recognizes that prevailing wage rates for Public Work projects are set by designated government agencies and the wages listed in this program do not supersede or replace the wage rates set by those agencies.
11. The Sponsor agrees that the Department of Labor may recognize successful completions of apprenticeships by awarding State Certifications of Completion and agrees to accept presentation of the certificate as documentation of journeyworker status.
12. The Sponsor agrees to maintain records for each apprentice including but not limited to: job assignments, promotion, demotion, lay-offs, terminations, rates of pay, progress in training as outlined on the Work Processes, any other records pertinent to a determination of compliance with Article 23 of the Labor Law and in compliance with Apprenticeship Regulations, Part 600 and 601.
13. The Sponsor agrees to promptly record, maintain and submit to the Department of Labor all records concerning apprenticeship as may be required by the Department of Labor.
14. The Sponsor agrees that all program modifications, revisions or reports will be submitted to the Department of Labor within 30 calendar days of such program change or the report request.
15. The Sponsor agrees to promptly notify the Department of Labor of all apprentices who have successfully completed an apprenticeship program.
16. The Sponsor agrees not to subvert the program by hiring workers as helpers, shophands, or other titles and assigning to them work generally performed by apprentices.
17. The Sponsor recognizes that, if it is without an apprentice for a period of twelve months, that the program will be deemed deregistered unless it has been granted Inactive Status or is a program operated by a NYS agency.
18. The Sponsor agrees to comply with, and hold all signatories to, the standards in this Apprenticeship Training Program Registration Agreement.
19. The Sponsor agrees to ensure that each of their apprentices will maintain a record that documents task rotation and the skills acquired through the program in a format that is approved by the Department of Labor. The apprentice's Blue Book is considered an acceptable format.



International Union of Operating Engineers

Local No. 106 Training and Apprenticeship Fund

44 Hannay Lane, Glenmont, NY 12077
(518) 431-1044 * Fax (518) 431-1048

Daniel J. McGraw
Chairman

William F. Gray IV
Training Director

March 10, 2020

To Whom It May Concern,

Callanan Industries, Inc. is currently a signatory contractor with the Upstate New York Operating Engineers Local 158 which gives them full access to Local 106 Training and Apprenticeship Fund NYS Certified Apprenticeship Training program.

Our apprenticeship program is in good standing and in full compliance with all NYS Department of Labor apprenticeship laws, regulations and policies.

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

Very truly yours,

Daniel J. McGraw
Chairman

DJM/mm

RECEIVED

342

FEB 07 2020



Department of Labor

New York State Department of Labor

Apprentice Training Program Registration Agreement

Revision

Nature of Change: Increase in Job RATE
Heavy Highway 42.56 To 43.91
Building \$ 42.28 To 43.17
Building for Broome, Chenango and Tioga
\$ 38.46 To 39.20

State Use Only	
AT Sponsor No.	21882
ATP Code	18-285
Effective Date of AT Program	08/01/85

- 1. Name of Sponsor: OP Engineers JAC Albany LU#106
- 2. Mailing Address: 44 Hannay Lane Glenmont NY 12077 Albany
(number & street) (city) (state) (zip code) (county)
- 3. Actual Address: same as above
(number & street) (city) (state) (zip code) (county)
- 4. Telephone No.: 518-431-1044 Ext. Fax No.: 518-431-1048

- 5. E-mail Address: gray@lodel59.org
- 6. Trade/Occupation: Operating Engineer (universal equipment)

- 7. No. Employees: 1216 No. Apprentices: 5 No. Journeyworkers: 1216 8. Ratio: 1:1,1:5

- 9. DOT Code: 859-683-010 10. Length of Program: 36 months

- 11. Apprentice Probationary Period: 9 months 12. Work process: Standard or Revised (GWC)

- 13. Minimum Journeyworker Rate: \$ 43.17 - Heavy Highway Building per hr
3920 Building (Broome, Chenango and Tioga)
- 14. Effective Date of Wages: 7/1/2019

- 15. Apprentice wage progression for each period - in months (M) or hours (H)

	1	2	3	4	5	6	7	8	9	10
M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>	M <input type="checkbox"/>
H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input checked="" type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>	H <input type="checkbox"/>
1000	1000	1000	1000							
60%	70%	80%	90%							

- 16. The sponsor agrees to comply with the provisions on this side and on the reverse of this agreement.

- 17. Date: _____
Signature of Official Sponsor Representative Date
- 18. Date: 12/10/19
Signature of Union Representative Date
William F. Gray Training Director JAOE 106 TAF
Print Name, Title, and Union Name

- 19. Date: 2/4/2020
Signature New York State Department of Labor Date
~~June 25, 2019~~

NYS Department of Labor
Apprentice Training

DEC 23 2019

Central Office

Provisions for Agreements

1. The Sponsor agrees that apprentices shall be hired without any direct or indirect limitation, specification or discrimination as to race, color, religion, national origin, sex, disability, marital status, age, arrest record, or veteran status.
2. If the Sponsor grants advance credit or standing for previously acquired experience or training, the Sponsor agrees to apply the same evaluation method uniformly for all apprentices.
3. The Sponsor agrees to post, in a conspicuous place, a copy of the Regulation (600. 12) dealing with the Equal Employment Opportunity complaint procedure, and to bring its provisions to the attention of all apprentices.
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New York State Comptroller
THOMAS P. DINAPOLI

Logout



VendRep Vendor

My Apps ▾

Form Overview

Information provided may be subject to disclosure under the Freedom of Information Law. Vendors have the opportunity to request exemption from disclosure in Section X of the questionnaire. The user may navigate to Section X at any time to indicate the number of the question to be considered for exemption from disclosure.

Form: Vendor Responsibility For-Profit Construction (CCA-2)
 Status: **Certified**
 Date Certified: Dec 3, 2019
 Certified By: michael.nastropietro
 Certified's Title: Vice President
 Entity Information: [Basic Vendor Data](#)

Section	Status	Modified	Modified By	Action
I. Business Characteristics	Complete	Dec 5, 2019	darlene casalo	View
II. Affiliate and Joint Venture Relationships	Complete	Apr 2, 2018	darlene casalo	View
III. Contract History	Complete	Oct 30, 2018	darlene casalo	View
IV. Integrity - Contract Bidding	Complete	Oct 30, 2018	darlene casalo	View
V. Integrity - Contract Award	Complete	Jan 31, 2014	darlene casalo	View
VI. Certifications/Licenses	Complete	Jan 28, 2011	Tori Reini	View
VII. Legal Proceedings/Government Investigations	Complete	Apr 15, 2019	darlene casalo	View
VIII. Leadership Integrity	Complete	Jan 31, 2014	darlene casalo	View
IX. Financial and Organizational Capacity	Complete	Apr 11, 2019	darlene casalo	View
X. Freedom of Information Law (FOIL)	Complete	Apr 8, 2008	Tori Reini	View

State of New York
Department of State } ss:

I hereby certify, that CALLANAN INDUSTRIES, INC. a DELAWARE corporation, filed an Application for Authority to do business in the State of New York on 09/07/1971. I further certify that so far as shown by the records of this Department, such corporation is still authorized to do business in the State of New York.



Witness my hand and the official seal of the Department of State at the City of Albany, this 27th day of March two thousand and eighteen.

Brendan W. Fitzgerald
Executive Deputy Secretary of State

RESOLUTION NO. 175

AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC.
FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS
ROADS IN ALBANY COUNTY

Introduced: 5/13/19

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a five-month agreement with Callanan Industries, Inc. as the lowest responsible bidder in the amount of \$3,037,753 for Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2019 and ending November 30, 2019, and

WHEREAS, The Department of Public Works through the County Purchasing Agent issued a request for bids and three bids were received for Hauling and Placing of Asphalt Concrete on various County roads, and

WHEREAS, The Department and the Purchasing Agent reviewed said bids and recommended awarding the contract to Callanan Industries, Inc. as the lowest responsible bidder, and

WHEREAS, The Commissioner has indicated the contract cost to the County will be fully reimbursed through the New York State Consolidated Local Street and Highway Improvements Program ("CHIPS"), now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-month agreement with Callanan Industries, Inc., Albany, NY 12212 in an amount not to exceed \$3,037,753 for Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2019 and ending November 30, 2019, and, be it further

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

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

Adopted by unanimous vote - 5/13/19

RESOLUTION NO. 151

**AUTHORIZING AN AGREEMENT WITH CALLANAN INDUSTRIES, INC.
FOR HAULING AND PLACING OF ASPHALT CONCRETE ON VARIOUS
ROADS IN ALBANY COUNTY**

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into a an agreement with Callanan Industries, Inc. in the amount of \$3,047,066 for Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2020 and ending November 30, 2020, and

WHEREAS, The Commissioner has indicated that this agreement will provide for full reimbursement of costs related to the re-paving of approximately twenty-five (25) miles of roads and highways throughout the County through the New York State Consolidated Local Street and Highway Improvements Program (“CHIPS”), and

WHEREAS, The Department of Public Works through the County Purchasing Agent issued a request for bids and three bids were received pertaining to the aforementioned project, and

WHEREAS, The Department and the Purchasing Agent reviewed said bids and recommended awarding the contract to Callanan Industries, Inc. as the lowest responsible bidder, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Callanan Industries, Inc., Albany, NY 12212 in an amount not to exceed \$3,047,066 regarding Hauling and Placing of Asphalt Concrete on various County roads in Albany County for the term commencing July 1, 2020 and ending November 30, 2020, and, be it further

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

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

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman – Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Phil Calderone

From: Bob Belber
Regional General Manager

Date: February 4, 2020

Re: Request For Legislative Action – Lease Suite # 8
P. Schneider & Associates

Suite Renewal – Term – January 15, 2020 - January 14, 2023

This suite holder has been the tenant in Suite #8 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;



Bob Belber
General Manager



Legislation Text

File #: TMP-1517, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Times Union Center Suite #8

Date: February 5, 2020
 Submitted By: Robert Belber
 Department: Times Union Center
 Title: General Manager
 Phone: (518) 487-2008
 Department Rep.
 Attending Meeting: Robert Belber

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):

P. Schneider & Associates, PLLC
80 Birch Hill Drive
Cairo, NY 12413

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year
Scope of Services: Three Year Lease of suite #8 to P. Schneider & Associates

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: AA 7128 02451
Revenue Amount: \$51,000

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) January 15, 2020 - January 14, 2023
Length of Contract: Three years

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Leasing suite #8 for a three year period - January 15, 2020 thru January 14, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the \$3,000 deposit required along with the signed letter of intent.


Submitted by: Robert Belber
Title: General Manager



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

LETTER OF INTENT
BY
ALL STAR WINE AND SPIRITS
FOR
CORPORATE SUITE #17

The above named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 17 (hereafter the Suite). The cost to twelve seats in one of these suites will be THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS (\$38,250.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

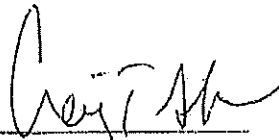
The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Twelve (12) passes will be provided at no charge for all Siena Saints men's basketball home games. Twelve (12) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (12) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$2,250.00 (TWO THOUSAND TWO HUNDRED FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
All Star Wine and Spirits
Suite #17
Page 2

Dated: 1/8/20



Craig Allen
All Star Wine and Spirits

16710

NORTHEAST WINE DEVELOPMENT, LLC

DBA ALLSTAR WINE & SPIRITS
579 TROY-SCHENECTADY RD.
LATHAM FARMS
LATHAM, NY 12110



50-557/213



1/22/2020

PAY TO THE ORDER OF Times Union Center

\$ **2,500.00

Two Thousand Five Hundred and 00/100*****

DOLLARS

Times Union Center
51 South Pearl Street
Albany, NY 12207



Craig T. Smith
AUTHORIZED SIGNATURE

MEMO

Deposit Suite

Security Features. Details on back.

NORTHEAST WINE DEVELOPMENT, LLC

16710

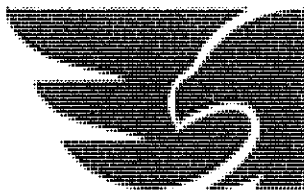
Times Union Center

1/22/2020

2,500.00

NBT Bank - Checking Deposit Suite

2,500.00



TIMES UNION CENTER

ALBANY, NEW YORK



AN **CSMC** MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

LETTER OF INTENT
BY
SHELTER ENTERPRISES INC
FOR
CORPORATE SUITE #17

The above named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 17 (hereafter the Suite). The cost to lease one quarter of one of these suites will be TWELVE THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$12,750.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Four (4) passes will be provided at no charge for all Albany Empire and Siena men's home games. Four (4) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA championship events. Suite tickets for NCAA events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to four (4) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to two (2) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$750.00 (SEVEN HUNDRED AND FIFTY DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
Shelter Enterprise Inc.
Suite #17
Page 2

Dated: 1/6/2020



Dustin Pusatere
Vice President
Shelter Enterprises Inc.

SHELTER ENTERPRISES INC. COHOES, NEW YORK 12047

062993

DATE	INVOICE NO.	COMMENT	AMOUNT	DISCOUNT	NET AMOUNT
1/7/2020	2020-SUITE		750.00	0.00	750.00

Check: 062993

1/7/2020

TIMES UNION CENTER

TOTAL

750.00



SHELTER ENTERPRISES INC.
 8 SARATOGA STREET
 P.O. BOX 618
 COHOES, NEW YORK 12047
 (518) 237-4100

KEYBANK
 COHOES, NEW YORK 12047
 60-7044/2223

062993

062993

PAY *SEVEN HUNDRED FIFTY AND XX / 100

DATE

CHECK AMOUNT

1/7/2020

*****750.00*

TO THE ORDER OF

TIMES UNION CENTER
 51 SOUTH PEARL ST.
 ALBANY, NY 12207

PEPSIA0

AUTHORIZED SIGNATURE

RESOLUTION NO. 152

AUTHORIZING A LEASE AGREEMENT WITH P. SCHNEIDER & ASSOCIATES, PLLC REGARDING CORPORATE SUITE NO. 8 AT THE TIMES UNION CENTER

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, P. Schneider & Associates, PLLC, Cairo, NY 12413 (Suite holder) has indicated an interest in renewing its lease of Corporate Suite No. 8 at the Times Union Center in accordance with terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder has agreed to pay an annual rental fee of \$20,500 for said suite, and

WHEREAS, The Suite holder has also agreed to pay \$30,500 annually for advertising within the Arena, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$20,500 payment on or before July 1st preceding the contract year, and the remaining \$30,500 payment is due on or before December 15th during each contract year, and

WHEREAS, The term of said lease shall be for a three (3) year period, commencing on January 15, 2020 and ending on January 14, 2023, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with the above referenced Suite holder regarding the lease of Corporate Suite No. 8 at the Times Union Center pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, 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.

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman – Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Phil Calderone

From: Bob Belber
Regional General Manager

Date: February 4, 2020

Re: Request For Legislative Action – Lease Suite # 17
All Star Wine and Spirits and Shelter Enterprises Inc.

Suite Renewal – Term – February 1, 2020 - January 31, 2023


These suite holders have been the tenant in Suite # 17 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned.

The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;



Bob Belber
General Manager



Legislation Text

File #: TMP-1515, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Lease of Times Union Center Suite #17

Date: February 5, 2020
 Submitted By: Robert Belber
 Department: Times Union Center
 Title: General Manager
 Phone: (518) 487-2008
 Department Rep.
 Attending Meeting: Robert Belber

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):

All Star Wine & Spirits
579 Troy Schenectady Road
Latham, NY 12110

Additional Parties (Names/addresses):

Shelter Enterprises Inc.
8 Saratoga Street
Cohoes, NY 12047

Amount/Raise Schedule/Fee: \$51,000 per year
Scope of Services: Three year lease of suite #17 to All Star Wine and Shelter Enterprises Inc.

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: AA 7128 02451
Revenue Amount: \$51,000

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) February 1, 2020 thru January 31, 2023
Length of Contract: Three years

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

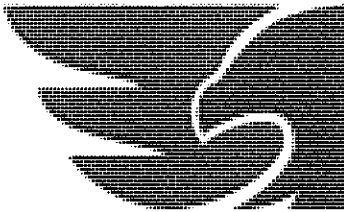
Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Leasing suite #17 for a three year period- February 1, 2020 thru January 31, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid their \$3,000 deposit along with the signed letter of intent.

Submitted by: Robert Belber
Title: General Manager



TIMES UNION CENTER

ALBANY, NEW YORK



AN  MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

LETTER OF INTENT
BY
P. SCHNEIDER & ASSOCIATES
FOR
CORPORATE SUITE #8

The above named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 8 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS (\$51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.


The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Albany Empire and Siena Saints men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
P. Schneider & Associates
Suite #8
Page 2

Dated: 12-23-19



Patricia Schneider
Managing Member
P. Schneider & Associates

34093

P. Schneider & Associates, PLLC

80 Birch Hill Drive
Cairo, NY 12413

Bank of America



1-32/210

12/23/2019

PAY TO THE ORDER OF Times Union Center, SMG

\$**3,000.00

Three Thousand and 00/100 ***** DOLLARS

Times Union Center



Pat S
AUTHORIZED SIGNATURE

MEMO CORPORATE SUITE #8

ED Security features. Details on back.



RESOLUTION NO. 153

AUTHORIZING LEASE AGREEMENTS WITH ALL STAR WINE AND SPIRITS AND SHELTER ENTERPRISES, INC. REGARDING CORPORATE SUITE NO. 17 AT THE TIMES UNION CENTER

Introduced: 5/11/2020
By Public Works Committee:

WHEREAS, The following Suite Holders have indicated an interest in renewing their lease of Corporate Suite No. 17 at the Times Union Center in accordance with terms and conditions approved by the County Attorney,

Tenant	Address
All Star Wine and Spirits	579 Troy Schenectady Rd, Latham, NY 12110
Shelter Enterprises	8 Saratoga Street, Cohoes, NY 12047

, and

WHEREAS, The Suite holders have agreed to pay an annual rental fee of \$20,500 for said suite, and

WHEREAS, The Suite holders have also agreed to pay \$30,500 annually for advertising within the Arena, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$20,500 payment on or before July 1st preceding the contract year, and the remaining \$30,500 payment is due on or before December 15th during each contract year, and

WHEREAS, The term of said lease shall be for a three (3) year period, commencing on February 1, 2020 and ending on January 31, 2023, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into lease agreements with the above-referenced Suite holders regarding the lease of Corporate Suite No. 17 at the Times Union Center pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreements as to form and content prior to the execution thereof, 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.

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman- Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Daniel Lynch

From: Bob Belber
Regional General Manager

Date: March 5, 2020

Re: Request For Legislative Action – Lease Suite #10
Kasselman Electric

Suite Renewal – Term – March 18, 2020 – March 17, 2023

This suite holder has been the tenant in suite # 10 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the resolution number assigned.

The tenant will also be responsible for sales tax on tickets to sporting events, monthly cable TV charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely,



Bob Belber
General Manager



Legislation Text

File #: TMP-1586, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for lease of Times Union Center suite #10

Date: March 5, 2020
 Submitted By: Robert Belber
 Department: Times Union Center
 Title: General Manager
 Phone: (518) 487-2008
 Department Rep.
 Attending Meeting: Robert Belber

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):

Kasselman Electric Co., Inc.
279 Broadway
Menands, NY 12204

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year
Scope of Services: Three year lease of suite #10 to Kasselman Electric Co.

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: AA 7128 02451
Revenue Amount: \$51,000

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) March 18, 2020 - March 17, 2023
Length of Contract: Three years

Impact on Pending Litigation Yes No
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Leasing suite #10 for a three year period- March 18, 2020 thru March 17, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three years previously. The tenant is current on all payments and they have paid the \$3,000 deposit required along with the signed letter of intent.

Submitted by: Robert Belber
Title: General Manager

KASSELMAN ELECTRIC CO., INC.

29737

Check#: 29737	Date: 02/24/2020	Vendor#: 30249 TIMES UNION CENTER				
Invoice#	Invoice Date	Job/Description	Balance	Retain	Discount	This Check
LEASE RENEWAL	02/19/2020	SUITE 10	3,000.00			3,000.00



KASSELMAN ELECTRIC CO., INC.

PO Box 984
Albany, NY 12201
518-465-4795



29737

02/24/2020 \$ *3,000.00

EXACTLY THREE THOUSAND DOLLARS

DATE CHECK NO. AMOUNT

PAY TO THE ORDER OF:

TIMES UNION CENTER
51 SOUTH PEARL STREET
ALBANY NY 12207

KASSELMAN ELECTRIC CO., INC.

Becky Kasselmann
AUTHORIZED SIGNATURE

Security features: Details on back.

RESOLUTION NO. 154

AUTHORIZING A LEASE AGREEMENT WITH KASSELMAN ELECTRIC CO., INC REGARDING CORPORATE SUITE NO. 10 AT THE TIMES UNION CENTER

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, Kasselmann Electric Co., Inc., Menands, NY 12204 (Suite holder) has indicated an interest in renewing its lease of Corporate Suite No. 10 at the Times Union Center in accordance with terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder has agreed to pay an annual rental fee of \$20,500 for said suite, and

WHEREAS, The Suite holder has also agreed to pay \$30,500 annually for advertising within the Arena, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$20,500 payment on or before July 1st preceding the contract year, and the remaining \$30,500 payment is due on or before December 15th during each contract year, and

WHEREAS, The term of said lease shall be for a three (3) year period, commencing on March 18, 2020 and ending on March 17, 2023, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with the above referenced Suite holder regarding the lease of Corporate Suite No. 10 at the Times Union Center pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, 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.



51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman- Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Daniel Lynch

From: Bob Belber
Regional General Manager

Date: March 13, 2020

Re: Request For Legislative Action – Lease Suite #24
Trojan Energy Systems Inc.

New Suite Lease Agreement – Term – April 1, 2020 – March 31, 2023

This will be a new suite holder that would like to occupy suite # 24. They would like to start a new lease and we are seeking approval from the Albany County Legislature to proceed with entering a new lease agreement with the annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the resolution number assigned.

The tenant will also be responsible for sales tax on tickets to sporting events, monthly cable TV charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely,



Bob Belber
General Manager



Legislation Text

File #: TMP-1607, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for lease of Times Union Center suite #24

Date: March 13, 2020
 Submitted By: Robert Belber
 Department: Times Union Center
 Title: General Manager
 Phone: (518) 487-2008
 Department Rep.
 Attending Meeting: Robert Belber

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):

Trojan Energy Systems Inc.
2790 6th Avenue
Troy, NY 12180

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year

Scope of Services: Three year lease

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: AA 7128 02451

Revenue Amount: \$51,000

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) April 1, 2020 - March 31, 2023

Length of Contract: Three years

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

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

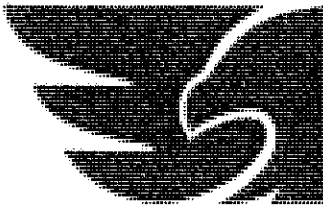
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

This is a new suite lease agreement for the three year period April 1, 2020 thru March 31, 2023. The potential new tenant has signed a letter of intent along with the \$3,000 deposit.

Submitted By: Robert Belber

Title: General Manager



TIMES UNION CENTER

ALBANY, NEW YORK



AN ASM MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

LETTER OF INTENT
BY
TROJAN ENERGY SYSTEMS INC.
FOR
CORPORATE SUITE #24

The above named party or parties recognize that corporate support is vital to the continued success of the Albany County Civic Center a.k.a. the TIMES UNION CENTER (hereafter the "TIMES UNION CENTER") and evidencing our support of this facility by this *Letter of Intent*.

This *Letter of Intent* demonstrates our intention to lease one of the TIMES UNION CENTER Private Corporate Suites, namely Suite 24 (hereafter the Suite). The cost to lease one of these suites will be FIFTY ONE THOUSAND DOLLARS (\$51,000.00) per contract year for a three (3) year term. The parties will endeavor to negotiate mutually acceptable lease terms within ninety (90) days of signing the letter of intent.

The SUITE will be furnished and consist of sixteen (16) seats. The basic amenities typically included in a SUITE are appended and made part of the *Letter of Intent*. Sixteen (16) passes will be provided at no charge for all Siena Saints men's basketball home games. Sixteen (16) passes will also be provided for every ticketed event at the TIMES UNION CENTER in each contract year with the exception of the NCAA events. Suite tickets for NCAA championship events can be purchased by the Suite holder.

Furthermore, each SUITE holder will be entitled to purchase up to sixteen (16) additional tickets for all ticketed events. These tickets shall be in preferred locations outside of the SUITE. Certain events may be restricted to eight (8) additional "outside" seats.

To further solidify this *Letter of Intent*, a non-refundable deposit of \$3,000.00 (THREE THOUSAND AND 00/00 DOLLARS) for the SUITE has been made upon the signing of this document. This deposit represents the first payment as indicated in the lease agreement.

Letter of Intent
Trojan Energy Systems Inc.
Suite #24
Page 2

Dated: 3/10/2020

Glenn Godell
President
Trojan Energy Systems

Merchant: SMG as Agent for Albany FS

51 South Pearl Street
Albany, NY 12207
US

518-487-2012

Order Information

Description: letter of intent

Order Number:

P.O. Number:

Customer ID:

Invoice Number:

Billing Information

TROJSN ENERGY SYSTEMS
12061

Shipping Information

Shipping:	0.00
Tax:	0.00
Total:	USD 3,000.00

Payment Information

Date/Time: 11-Mar-2020 07:10:55 PDT
Transaction ID: 62245013980
Transaction Type: Authorization w/ Auto Capture
Transaction Status: Captured/Pending Settlement
Authorization Code: 01673S
Payment Method: MasterCard XXXX5086

RESOLUTION NO. 155

AUTHORIZING A LEASE AGREEMENT WITH TROJAN ENERGY SYSTEMS, INC. REGARDING CORPORATE SUITE NO. 24 AT THE TIMES UNION CENTER

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, Trojan Energy Systems, Inc., Troy, NY 12180 (Suite holder) has expressed an interest in leasing Corporate Suite No. 24 at the Times Union Center in accordance with terms and conditions approved by the County Attorney, and

WHEREAS, The Suiteholder has agreed to pay an annual rental fee of \$20,500 for said suite, and

WHEREAS, The Suiteholder has also agreed to pay \$30,500 annually for advertising within the Arena, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$20,500 payment on or before July 1st preceding the contract year, and the remaining \$30,500 payment is due on or before December 15th during each contract year, and

WHEREAS, The term of said lease shall be for a three (3) year period, commencing on April 1, 2020 and ending on March 31, 2023, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with the above referenced Suite holder regarding the lease of Corporate Suite No. 24 at the Times Union Center pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreement as to form and content prior to the execution thereof, 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.

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman- Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Daniel Lynch

From: Bob Belber
Regional General Manager

Date: March 10, 2020

Re: Request For Legislative Action – Lease Suite #13
Protective Industrial Products and MVP Health Plan Inc.

Suite Renewal – Term – February 14, 2020 – February 13, 2023

This suite holder has been the tenant in suite # 13 and is current with all payments owed. They would like to renew their lease and we are seeking approval from the Albany County Legislature to proceed with entering a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the resolution number assigned.

The tenant will also be responsible for sales tax on tickets to sporting events, monthly cable TV charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely,



Bob Belber
General Manager



Legislation Text

File #: TMP-1605, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Lease of Times Union Center Suite #13

Date: March 10, 2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

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):

Protective Industrial Products
968 Albany Shaker Road
Latham, NY 12110

Additional Parties (Names/addresses):

MVP Health Plan Inc.
625 State Street
Schenectady, NY 12305

Amount/Raise Schedule/Fee: \$51,000 per year
Scope of Services: Three Year lease to Protective Industrial Products and MVP Health Plan Inc.

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: aa 7128 02451
Revenue Amount: \$51,000

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) February 14, 2020 - February 13, 2023
Length of Contract: Three years

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)


Leasing suite #13 for a three year period February 13, 2020 thru February 14, 2023. This is a renewal agreement and the suite holder has been occupying this suite for three year previously. The tenant is current on all payments and they have paid the \$3,000 deposit along with the signed letter of intent.

Submitted by: Robert Belber
Title: General Manager

TIMES UNION CENTER
 51 S PEARL ST
 ALBANY NY 12207

DATE	INVOICE NO	COMMENT	TOTAL PAYMENTS	DISCOUNT	NET AMOUNT
01/28/20	12510	SUITE 13 DEPOSI	1,500.00		1,500.00
CHECK: 490465 02/20/20 TIMES UNION CENTER 21664				CHK TOTAL:	\$1,500.00

THE BACK OF THIS CHECK CONTAINS A MVP CUSTOM MARK - DO NOT ACCEPT WITHOUT HOLDING AT AN ANGLE TO VERIFY MVP CUSTOM MARK



MVP
HEALTH CARE

MVP Health Plan, Inc.
 625 State Street
 Schenectady, NY 12305

JPMorgan Chase Bank N.A.
 SYRACUSE, NY

60397
213

490465
CHECK NUMBER

02/20/20
DATE

*****\$1,500.00
AMOUNT

VOID OVER ***\$1,500.00**

PAY ONLY *One thousand five hundred and 00/100 Dollars*

TO THE ORDER OF
 TIMES UNION CENTER
 51 S PEARL ST
 ALBANY NY 12207

Richard M. Odazini
 Authorized Signatory

RESOLUTION NO. 156

AUTHORIZING LEASE AGREEMENTS WITH PROTECTIVE INDUSTRIAL PRODUCTS AND MVP HEALTH PLAN, INC REGARDING CORPORATE SUITE NO. 13 AT THE TIMES UNION CENTER

Introduced: 5/11/20
By Public Works Committee:

WHEREAS, The following Suite Holders have indicated an interest in renewing their lease of Corporate Suite No. 13 at the Times Union Center in accordance with terms and conditions approved by the County Attorney,

Tenant	Address
Protective Industrial Products	968 Albany Shaker Road, Latham, NY 12110
MVP Health Plan, Inc.	625 State Street, Schenectady, NY 12305

, and

WHEREAS, The Suite holders have agreed to pay an annual rental fee of \$20,500 for said suite, and

WHEREAS, The Suite holders have also agreed to pay \$30,500 annually for advertising within the Arena, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$20,500 payment on or before July 1st preceding the contract year, and the remaining \$30,500 payment is due on or before December 15th during each contract year, and

WHEREAS, The term of said lease shall be for a three (3) year period, commencing on February 14, 2020 and ending on February 13, 2023, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into lease agreements with the above referenced Suite holders regarding the lease of Corporate Suite No. 13 at the Times Union Center pursuant to the aforementioned terms, and, be it further

RESOLVED, That the County Attorney is authorized to approve said lease agreements as to form and content prior to the execution thereof, 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.

51 South Pearl Street Albany, New York 12207 (518) 487-2000 FAX (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman – Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Daniel Lynch

From: Bob Belber
Regional General Manager

Date: April 2, 2020

Re: Request For Legislative Action – Lease Suite # 9
BLUE SHIELD OF NENY
Suite Lease Term – JULY 1, 2020 – JUNE 30, 2023

This is a suite holder that was previously in Suite # 24 has been first on the list of suite holders that would like to move to a better location if one was to become available. Suite # 9 was previously occupied by GE. Unfortunately, GE elected not to renew their suite. The move list consists of suite holders that typically are in suites located behind the end-stage used for concerts. However, previously Blue Shield would only agree to a one-year term on their suite lease. In order to move to the better suite BlueShield of NENY agreed to commit to a three-year term. We are asking for approval from the Albany County Legislature to proceed with entering into a new lease agreement with the current annual lease amount of \$51,000 per year.

A letter of intent has been received with a deposit and pending approval, the County Attorney's office will produce a new lease document with the Resolution # assigned. The tenant will also be responsible for sales tax on tickets to sporting events and cable TV monthly charges as well as any catered food they purchase through Aramark.

Thank you for adding this to the agenda of the next available Civic Center Committee.

Sincerely;



Bob Belber
General Manager



Legislation Text

File #: TMP-1635, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for lease of Times Union Center suite #9

Date: March 25, 2020
 Submitted By: Robert Belber
 Department: Times Union Center
 Title: General Manager
 Phone: (518) 487-2008
 Department Rep.
 Attending Meeting: Robert Belber

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):

Ms. Caitlin Zulewski - Corporate Relations Director
BlueShield of NENY
257 West Genesee Street
Buffalo NY 14202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$51,000 per year
Scope of Services: Three year lease of suite #20 to BlueShield of NENY

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: AA 7128 02451

Revenue Amount: \$51,000

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: 100%

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) July 1, 2020 - June 30, 2023

Length of Contract: Three Years

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Leasing suite #9 for a 3 year period - July 1, 2020 thru June 30, 2023. This is current suite holder that previously occupied and leased Suite # 24. GE was the holder of this Suite #9 but elected not to renew. Since BlueShield of NENY is first on the list of current suite holders that would like to move to a better suite location that is not behind the end stage, we offered them the opportunity to lease Suite #9 providing they agree to commit for a three-year term. They have agreed to do so and have signed a Letter of Intent and they have paid a deposit. The start date of this lease will be July 1, 2020 due to the pandemic. BlueShield had been current on all payments related to their prior Suite #24.

Check Date: Mar/27/2020		Supplier Number: 0000002475 TIMES UNION CENTER			Check No: 00352898		
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount	
12596	Mar/04/2020	00349636	3,000.00	0.00	0.00	3,000.00	
Check Number		Date	Total Gross Amount	Total Discounts	Total Late Charge	Total Paid Amount	
00352898		Mar/27/2020	\$3,000.00	\$0.00	\$0.00	\$3,000.00	

DO NOT CASH UNTIL YOU HAVE VERIFIED THE AUTHENTICITY OF THIS DOCUMENT (SEE BACK) CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM

HealthNow

PO Box 80 • Buffalo, NY 14240-0080

60-162/439

Mar 27 2020

Check No
00352898

Pay Amount \$3,000.00***

Pay ***Three thousand and xx/100 Dollars***

To The
Order Of

TIMES UNION CENTER
51 SOUTH PEARL ST
ALBANY NY 12207

John S. Supt

Executive Vice President and CFO

PNC Bank N.A.
Jeanette PA

RESOLUTION NO. 157

AUTHORIZING A LEASE AGREEMENT WITH BLUE CROSS/BLUE SHIELD OF WESTERN NEW YORK REGARDING CORPORATE SUITE NO. 9 AT THE TIMES UNION CENTER

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, Blue Cross/Blue Shield of Western New York, Buffalo, NY 14202 (Suite holder) has indicated an interest in leasing Corporate Suite No. 9 at the Times Union Center in accordance with terms and conditions approved by the County Attorney, and

WHEREAS, The Suite holder has agreed to pay an annual rental fee of \$20,500 for said suite, and

WHEREAS, The Suite holder has also agreed to pay \$30,500 annually for advertising within the Arena, and

WHEREAS, Annual payments totaling \$51,000 are to be made as follows: a \$20,500 payment on or before July 1st preceding the contract year, and the remaining \$30,500 payment is due on or before December 15th during each contract year, and

WHEREAS, The term of said lease shall be for a three (3) year period, commencing on July 1, 2020 and ending on June 30, 2023, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a lease agreement with the above referenced Suite holder regarding the lease of Corporate Suite No. 9 at the Times Union Center pursuant to the aforementioned terms, and, be it further

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

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



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET – ROOM 820
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN STORM
PURCHASING AGENT

April 2, 2020

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Purchasing Division respectfully requests approval of the reference contract for National Business Technologies to provide lease and maintenance of 34 Copiers for various County Departments. All copiers will be networked for use as printers/copiers/and document scanners. Purchasing received three (3) competitive proposals from contracts holding current national cooperative contracts. National Business Technologies submitted the best pricing proposal utilizing Kyocera's national TCPN (The Cooperative Purchasing Network) contract. Lease costs and usage charges calculated using estimated quantities totals of \$183,094.18 We are requesting authorization for a total cost not to exceed \$200,000 to cover usages charges in excess of those estimated, unforeseen costs such as relocation of copiers, optional costs such as staples/hard drive surrender fees and any additional added copiers to the lease term.

Attached are the related documents for your review. If you have any questions, please contact me directly at 447-7149.

Sincerely,

Karen A. Storm

Karen A. Storm

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1631, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization to provide lease and maintenance of 34 Copiers for various County Departments

Date: April 2, 2020
Submitted By: Pamela O Neill
Department: Purchasing
Title: Deputy Purchasing Agent
Phone: 518-447-7139
Department Rep. Karen A. Storm
Attending Meeting: Public Works

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 National Business Technologies
15 Corporate Circle
Albany NY 12203

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

Amount/Raise Schedule/Fee: \$200,000.00
Scope of Services: Lease Maintenance of Photocopiers

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:

Revenue Amount:

Appropriation Account and Line:

Multiple County Departments details are listed National Business

Award with Cost Centers

Appropriation Amount:

Please see National Business Award with Cost Centers

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)

July 1, 2020 - June 30, 2024

Length of Contract:

Four Years

Impact on Pending Litigation

Yes No

If yes, explain:

Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number:

234

Date of Adoption:

June 10, 2019

Justification: (state briefly why legislative action is requested)

The Purchasing Division respectfully requests approval of the reference contract for National Business Technologies to provide lease and maintenance of 34 Copiers for various County Departments. All copiers will be networked for use as printers/copiers/and document scanners. Purchasing received three (3) competitive proposals from contracts holding current national cooperative contracts. National Business Technologies submitted the best pricing proposal utilizing Kyocera's national TCPN (The Cooperative Purchasing Network) contract. Lease costs and usage charges calculated using estimated quantities totals of \$183,094.18 We are requesting authorization for a total cost not to exceed \$200,000 to cover usages charges in excess of those estimated, unforeseen costs such as relocation of copiers, optional costs such as staples/hard drive surrender fees and any additional added copiers to the lease term

NATIONAL BUSINESS AWARD WITH COST CENTERS

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost	Cost Center
	Lease Start date 7/1/2020											
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 280.00	3-pack \$15.00	\$ 300.00	A91171.44065
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 963.20	3-pack \$15.00	\$ 300.00	A96119.44065
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028	\$ 1,680.00	3-pack \$15.00	\$ 300.00	A96119.44065
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	5003i	50	\$ 250.60	\$ 4,009.60	0.0028	\$ 616.00	3-pack \$15.00	\$ 300.00	A96119.44065
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 3,304.00	3-pack \$15.00	\$ 300.00	A96119.44065
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	5003i	50	\$ 237.27	\$ 3,796.32	0.0028	\$ 224.00	3-pack \$15.00	\$ 300.00	A91315.44065
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 761.60	3-pack \$15.00	\$ 300.00	A93150.44065
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 302.40	3-pack \$15.00	\$ 300.00	A93150.44065
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	5003i	50	\$ 223.22	\$ 3,571.52	0.0028	\$ 358.40	3-pack \$15.00	\$ 300.00	A91410.44065
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	5003i	50	\$ 327.50	\$ 5,240.00	0.0028	\$ 56.00	3-pack \$15.00	\$ 300.00	A91410.44065

NATIONAL BUSINESS AWARD WITH COST CENTERS

11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 672.00	3-pack \$15.00	\$ 300.00	A91410.44065
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00	A91230.44065
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	7353ci	75	\$ 480.00	\$ 7,680.00	0.0028	\$ 2,240.00	3-pack \$15.00	\$ 300.00	A91165.44065
			color is unknown									
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000	7353ci	75	\$ 480.00	\$ 7,680.00	0.0028	\$ 840.00	3-pack \$15.00	\$ 300.00	A91165.44065
			115,000	Color				0.034	\$ 15,640.00			
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ -	3-pack \$15.00	\$ 300.00	A91310.44065
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 504.00	3-pack \$15.00	\$ 300.00	A94010.44065
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	5003i	50	\$ 320.69	\$ 5,131.04	0.0028	\$ 504.00	3-pack \$15.00	\$ 300.00	A91010.44065
			color is unknown									
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 336.00	3-pack \$15.00	\$ 300.00	A94310.44065
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 336.00	3-pack \$15.00	\$ 300.00	A94310.44065
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	6003i	60	\$ 324.79	\$ 5,196.64	0.0028	\$ 3,192.00	3-pack \$15.00	\$ 300.00	NH96020.44065
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	5003i	50	\$ 288.66	\$ 4,618.56	0.0028	\$ 1,064.00	3-pack \$15.00	\$ 300.00	NH96020.44065
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 280.00	3-pack \$15.00	\$ 300.00	A93140.44065
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 448.00	3-pack \$15.00	\$ 300.00	A93140.44065
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	5003i	50	\$ 237.27	\$ 3,796.32	0.0028	\$ 504.00	3-pack \$15.00	\$ 300.00	A93140.44065
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 336.00	3-pack \$15.00	\$ 300.00	A91345.44065

NATIONAL BUSINESS AWARD WITH COST CENTERS

26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	4003i	40	\$ 263.72	\$ 4,219.52	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00	G8130.44065
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	3553ci	35	\$ 273.46	\$ 4,375.36	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00	G98130.44065
			color is unknown									
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	m2640idn	45	\$ 70.21	\$ 1,123.36	0.0028	\$ 112.00	3-pack \$15.00	\$ 300.00	G98130.44065
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000	5053ci	50	\$ 364.45	\$ 5,831.20	0.0028	\$ 448.00	3-pack \$15.00	\$ 300.00	A93110.44065
			color is unknown									
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	m2640idn	40	\$ 70.21	\$ 1,123.36	0.0028	\$ 56.00	3-pack \$15.00	\$ 300.00	A93110.44065
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028	\$ 280.00	3-pack \$15.00	\$ 300.00	A96060.44065
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00	A96010.44065
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 224.00	3-pack \$15.00	\$ 300.00	A96010.44065
							\$ 135,676.48		\$ 38,801.60		\$ 174,478.08	
	Lease Start Date 11/1/2020											
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	m2640idn	40	\$ 70.21	\$ 1,053.15	\$ 0.0028	\$ 168.0000	3-pack \$15.00	\$ 300.00	A94310.44065
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000	5053ci	50	\$ 296.73	\$ 4,450.95	\$ 0.0028	\$ 224.0000	3-pack \$15.00	\$ 300.00	A93110.44065
			20,000				\$ 0.034		\$ 2,720.0000			
							\$ 5,504.10		\$ 3,112.00		\$ 8,616.10	
											\$ 183,094.18	

RFB#2020-001	
Copier Lease/Maintenance	
Vendor	Grand totals
	Lease and usage combined
National Business	\$ 183,094.18
Toshiba	\$ 185,955.39
.	
Ricoh	\$ 213,552.84

Ricoh

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease start date 7/1/2020										
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042	\$ 420.00		\$ 250.00
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042	\$ 1,444.80		\$ 250.00
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042	\$ 2,520.00		\$ 250.00
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	MP5055	50	\$ 260.97	\$ 4,175.52	0.0042	\$ 924.00		\$ 250.00
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042	\$ 4,956.00		\$ 250.00
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	MP5055	50	\$ 279.30	\$ 4,468.80	0.0042	\$ 336.00		\$ 250.00
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042	\$ 1,142.40		\$ 250.00
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	MP4055	40	\$ 220.05	\$ 3,520.80	0.0042	\$ 453.60		\$ 250.00
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042	\$ 537.60		\$ 250.00
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	MP5055	50	\$ 330.60	\$ 5,289.60	0.0042	\$ 84.00		\$ 250.00

Ricoh

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042	\$ 1,008.00		\$ 250.00
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042	\$ 840.00		\$ 250.00
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	MPC6503	65	\$ 481.11	\$ 7,697.76	0.0042	\$ 3,360.00		\$ 250.00
			Color is unknown					0.035			
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000	MPC6503	65	\$ 481.11	\$ 7,697.76	0.0042	\$ 1,260.00		\$ 250.00
			115,000					0.035	\$ 16,100.00		
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		MP3555	35	\$ 179.43	\$ 2,870.88	0.0042	\$ -		\$ 250.00
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042	\$ 756.00		\$ 250.00
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	IMC4500	45	\$ 287.76	\$ 4,604.16	0.0037	\$ 666.00		\$ 250.00
			Color is unknown					0.035			\$ 250.00
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042	\$ 504.00		\$ 250.00
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042	\$ 504.00		\$ 250.00
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	MP6055	60	\$ 406.47	\$ 6,503.52	0.0042	\$ 4,788.00		\$ 250.00
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	MP5055	50	\$ 305.58	\$ 4,889.28	0.0042	\$ 1,596.00		\$ 250.00
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042	\$ 420.00		\$ 250.00

Ricoh

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042	\$ 672.00		\$ 250.00
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NYY 12207	45	45,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042	\$ 756.00		\$ 250.00
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	MP3555	35	\$ 179.43	\$ 2,870.88	0.0042	\$ 504.00		\$ 250.00
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	MP3555	35	\$ 206.82	\$ 3,309.12	0.0042	\$ 840.00		\$ 250.00
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	IMC3500	35	\$ 269.58	\$ 4,313.28	0.0042	\$ 840.00		\$ 250.00
			Color is unknown								\$ 250.00
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	MP2555	25	\$ 159.12	\$ 2,545.92	0.0042	\$ 168.00		\$ 250.00
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000	IIMC4500	45	\$ 310.23	\$ 4,963.68	0.0042	\$ 672.00		\$ 250.00
			Color is unknown								\$ 250.00
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	MP2555	25	\$ 159.12	\$ 2,545.92	0.0042	\$ 84.00		\$ 250.00
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	MP5055	50	\$ 233.58	\$ 3,737.28	0.0042	\$ 420.00		\$ 250.00
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	MP6055	60	\$ 379.08	\$ 6,065.28	0.0042	\$ 840.00		\$ 250.00
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	MP4055	40	\$ 220.05	\$ 3,520.80	0.0042	\$ 336.00		\$ 250.00
							\$ 147,548.16		\$ 50,752.40	\$ 198,300.56	

Ricoh

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease Start Date 11/1/2020										
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	IM430F	45	\$79.00/\$118.50	\$ 1,738.00	0.042	\$ 2,520.00		\$ 250.00
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000	IMC4500	45	\$ 219.74	\$ 4,834.28	0.042	\$ 3,360.00		\$ 250.00
			20,000				Color	0.035	\$ 2,800.00		
							\$ 6,572.28		\$ 8,680.00	\$ 15,252.28	
									Grand total	\$213,552.84	

Toshiba

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease Start Date 7/1/2020										
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 349.00	\$ 119.99	\$ 195.00
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	eStudio 3518A	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 1,200.56	\$ 119.99	\$ 195.00
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	eStudio 5018A	50	\$ 201.13	\$ 3,218.08	0.00349	\$ 2,094.00	\$ 119.99	\$ 195.00
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	eStudio5018A	50	\$ 215.37	\$ 3,445.92	0.00349	\$ 767.80	\$ 119.99	\$ 195.00
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	eStudio5518A	55	\$ 311.80	\$ 4,988.80	0.00349	\$ 4,118.20	\$ 119.99	\$ 195.00
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	eStudio5018a	50	\$ 210.11	\$ 3,361.76	0.00349	\$ 279.20	\$ 119.99	\$ 195.00
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	eStudio518a	55	\$ 311.80	\$ 4,988.80	0.00349	\$ 949.28	\$ 119.99	\$ 195.00
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	eStudio 5018a	50	\$ 201.13	\$ 3,218.08	0.00349	\$ 376.92	\$ 119.99	\$ 195.00
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	eStudio 5018a	50	\$ 201.13	\$ 3,218.08	0.00349	\$ 446.72	\$ 119.99	\$ 195.00
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	eStudio 5018A	50	\$ 329.21	\$ 5,267.36	0.00349	\$ 69.80	\$ 119.99	\$ 195.00
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	eStudio5518a	55	\$ 311.80	\$ 4,988.80	0.00349	\$ 837.60	\$ 119.99	\$ 195.00
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	eStudio 6518a	65	\$ 300.27	\$ 4,804.32	0.00349	\$ 698.00	\$ 119.99	\$ 195.00

Toshiba

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	eStudio6516c	65	\$ 403.74	\$ 6,459.84	0.00349	\$ 2,792.00	\$ 119.99	\$ 195.00
			Color is unknown					0.039			\$ 195.00
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000	eStudio 6516C	65	\$ 403.74	\$ 6,459.84	0.00349	\$ 1,047.00	\$ 119.99	\$ 195.00
			115,000			Color		0.039	\$ 17,940.00		
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ -	\$ 119.99	\$ 195.00
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	eStudio 3518A	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 628.20	\$ 119.99	\$ 195.00
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	eStudio4515c	45	\$ 262.67	\$ 4,202.72	0.00349	\$ 628.20	\$ 119.99	\$ 195.00
			Color is unknown					0.039			
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	eStudio 6518a	65	\$ 319.69	\$ 5,115.04	0.00349	\$ 418.80	\$ 119.99	\$ 195.00
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 418.80	\$ 119.99	\$ 195.00
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	eStudio6518a	65	\$ 368.45	\$ 5,895.20	0.00349	\$ 3,978.60	\$ 119.99	\$ 195.00
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	eStudio5018a	50	\$ 224.35	\$ 3,589.60	0.00349	\$ 1,326.20	\$ 119.99	\$ 195.00
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 349.00	\$ 119.99	\$ 195.00
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	eStudio5518a	55	\$ 311.80	\$ 4,988.80	0.00349	\$ 558.40	\$ 119.99	\$ 195.00
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	eStudio 5018a	50	\$ 210.11	\$ 3,361.76	0.00349	\$ 628.20	\$ 119.99	\$ 195.00
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	eStudio 3518a	35	\$ 173.58	\$ 2,777.28	0.00349	\$ 418.80	\$ 119.99	\$ 195.00

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	eStudio 3518a	35	\$ 187.82	\$ 3,005.12	0.00349	\$ 698.00	\$ 119.99	\$ 195.00
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	eStudio3515ac	35	\$ 244.70	\$ 3,915.20	0.00349	\$ 698.00	\$ 119.99	\$ 195.00
			Color is unknown					0.039			
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	eStudio2518a	25	\$ 155.47	\$ 2,487.52	0.00349	\$ 139.60	\$ 119.99	\$ 195.00
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000	eStudio4515ac	45	\$ 256.33	\$ 4,101.28	0.00349	\$ 558.40	\$ 119.99	\$ 195.00
			Color is unknown					0.039			
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	eStudio2518a	25	\$ 141.24	\$ 2,259.84	0.00349	\$ 69.80	\$ 119.99	\$ 195.00
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	eStudio 5018a	50	\$ 201.13	\$ 3,218.08	0.00349	\$ 349.00	\$ 119.99	\$ 195.00
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	eStudio 5518a	55	\$ 311.80	\$ 4,988.80	0.00349	\$ 698.00	\$ 119.99	\$ 195.00
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	eStudio 5018A	50	\$ 205.41	\$ 3,286.56	0.00349	\$ 279.20	\$ 119.99	\$ 195.00
							\$ 128,276.16		\$ 46,809.28	\$ 175,085.44	
	Lease Start Date 11/1/2020										
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	eStudio 478s	50	\$ 188.91	\$ 2,833.65	0.00349	209.40	\$ 119.99	\$ 195.00
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000	eStudio 4515ac	45	\$ 295.18	\$ 4,427.70	0.00349	279.20	\$ 119.99	\$ 195.00
			20,000			color		0.039	3,120.00		

Toshiba

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
							\$ 7,261.35		3,608.60	\$ 10,869.95	
										\$ 185,955.39	

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
	Lease Start date 7/1/2020										
1	Alternate Public Defender Family Court- 30 Clinton Ave Albany Ny 12207	35	25,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 280.00	3-pack \$15.00	\$ 300.00
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 963.20	3-pack \$15.00	\$ 300.00
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028	\$ 1,680.00	3-pack \$15.00	\$ 300.00
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	5003i	50	\$ 250.60	\$ 4,009.60	0.0028	\$ 616.00	3-pack \$15.00	\$ 300.00
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 3,304.00	3-pack \$15.00	\$ 300.00
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	5003i	50	\$ 237.27	\$ 3,796.32	0.0028	\$ 224.00	3-pack \$15.00	\$ 300.00
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 761.60	3-pack \$15.00	\$ 300.00
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 302.40	3-pack \$15.00	\$ 300.00
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	5003i	50	\$ 223.22	\$ 3,571.52	0.0028	\$ 358.40	3-pack \$15.00	\$ 300.00
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	5003i	50	\$ 327.50	\$ 5,240.00	0.0028	\$ 56.00	3-pack \$15.00	\$ 300.00
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 672.00	3-pack \$15.00	\$ 300.00
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	7353ci	75	\$ 480.00	\$ 7,680.00	0.0028	\$ 2,240.00	3-pack \$15.00	\$ 300.00
			color is unknown								\$ 300.00
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000	7353ci	75	\$ 480.00	\$ 7,680.00	0.0028	\$ 840.00	3-pack \$15.00	\$ 300.00
			115,000	Color				0.034	\$ 15,640.00		
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35		4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ -	3-pack \$15.00	\$ 300.00
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 504.00	3-pack \$15.00	\$ 300.00
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	5003i	50	\$ 320.69	\$ 5,131.04	0.0028	\$ 504.00	3-pack \$15.00	\$ 300.00
			color is unknown								
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 336.00	3-pack \$15.00	\$ 300.00
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 336.00	3-pack \$15.00	\$ 300.00
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	6003i	60	\$ 324.79	\$ 5,196.64	0.0028	\$ 3,192.00	3-pack \$15.00	\$ 300.00
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	5003i	50	\$ 288.66	\$ 4,618.56	0.0028	\$ 1,064.00	3-pack \$15.00	\$ 300.00
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 280.00	3-pack \$15.00	\$ 300.00
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 448.00	3-pack \$15.00	\$ 300.00
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000	5003i	50	\$ 237.27	\$ 3,796.32	0.0028	\$ 504.00	3-pack \$15.00	\$ 300.00
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 336.00	3-pack \$15.00	\$ 300.00

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	4003i	40	\$ 263.72	\$ 4,219.52	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	3553ci	35	\$ 273.46	\$ 4,375.36	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00
			color is unknown								
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	m2640idn	45	\$ 70.21	\$ 1,123.36	0.0028	\$ 112.00	3-pack \$15.00	\$ 300.00
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000	5053ci	50	\$ 364.45	\$ 5,831.20	0.0028	\$ 448.00	3-pack \$15.00	\$ 300.00
			color is unknown							3-pack \$15.00	\$ 300.00
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	m2640idn	40	\$ 70.21	\$ 1,123.36	0.0028	\$ 56.00	3-pack \$15.00	\$ 300.00
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	5003i	50	\$ 223.23	\$ 3,571.68	0.0028	\$ 280.00	3-pack \$15.00	\$ 300.00
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	6003i	60	\$ 272.90	\$ 4,366.40	0.0028	\$ 560.00	3-pack \$15.00	\$ 300.00
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	4003i	40	\$ 212.33	\$ 3,397.28	0.0028	\$ 224.00	3-pack \$15.00	\$ 300.00
							\$ 135,676.48		\$ 38,801.60		\$ 174,478.08
	Lease Start Date 11/1/2020										
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000	m2640idn	40	\$ 70.21	\$ 1,053.15	\$ 0.0028	\$ 168.0000	3-pack \$15.00	\$ 300.00
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	20,000	5053ci	50	\$ 296.73	\$ 4,450.95	\$ 0.0028	\$ 224.0000	3-pack \$15.00	\$ 300.00
			20,000					\$ 0.034	\$ 2,720.0000		

National Business

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make	Actual copies per minute	Equipment lease per quarter	Total equipment Lease price 16 quarters	Copy/Print charge	Copies total for four years	Staples Cartridge	Hard Drive Surrender Cost
							\$ 5,504.10		\$ 3,112.00		\$ 8,616.10
											\$ 183,094.18



January 7, 2019

Mr. Edward Bialecki
Senior Vice President of Sales
Kyocera Document Solutions America, Inc.
edward.bialecki@da.Kyocera.com
225 San Road
Fairfield, JJ 07004

Re: Renewal Award of Contract # R150301

Dear Mr. Bialecki:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on December 11, 2018, Region 4 ESC is pleased to announce that Kyocera Document Solutions America, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on March 17, 2015, and subsequent performance thereafter:

Contract

Copiers and Printers

The contract will expire on May 31, 2020, completing the fifth and final year of a five-year term contract. The contract is available through OMNIA Partners. Your designated OMNIA Partners contact is Deborah Bushnell, at 713-554-7348 or deborah.bushnell@omniapartners.com

The partnership between Kyocera Document Solutions, America, Inc., Region 4 and OMNIA Partners can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this **“Agreement”**) is made this 18th day of February 2020, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (**“OMNIA Partners”**), and Kyocera Document Solutions America Inc. (**“Supplier”**).

RECITALS

WHEREAS, the Region 4 Education Service Center (“ESC”) (the **“Principal Procurement Agency”**) has entered into a Master Agreement effective June 1, 2020, Agreement No R191102, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the **“Master Agreement”**), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of Copiers and Printers (the **“Product”**);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, **“Public Agencies”**), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a **“Participating Public Agency”**) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

9. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector), or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

10. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

Supplier has guaranteed minimum Contract Sales pursuant to the terms of the Master Agreement. The administrative fee shall be calculated based on the greater of the Contract Sales and the guaranteed Contract Sales set forth below:

Contract Year 1: \$125,000.00

Contract Year 2: \$250,500.00

Contract Year 3: \$500,000.00

12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

Kyocera Document Solutions
225 Sand Road
Fairfield, NJ 07004

19. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

20. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.


21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

22. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**KYOCERA DOCUMENT SOLUTIONS
AMERICA INC.**

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**



Signature
Peter Morales

Name

V.P. CHAVEZ SALES

Title

2/18/20

Date

DocuSigned by:


Signature
Sarah Vavra

Name

Sr. Vice President, Public Sector
Contracting

Title
2/27/2020 | 8:10 AM CST

Date

March 31, 2020

To whom it may concern,

National Business Technologies (NBT) based in Albany, NY, with offices in Glens Falls, Malta, Plattsburgh and Kingston, NY as well as Burlington, VT is an authorized dealer in good standing with Kyocera Document Solutions, Inc.

Under the terms of our Kyocera Document Solutions dealer agreement, NBT is authorized to sell and service the full line of Kyocera multi-functional products, Printers, Wide Format, Facsimile, and Software Solutions. They also have complete access to Kyocera Parts and Supplies for Kyocera devices.

NBT has technicians that have successfully completed Kyocera's required service training for both hardware and software solutions. In this training, technicians are required to become experts in the repair and maintenance of each machine that National provides. In addition, NBT must carry sufficient parts and supplies to maintain the fleet of units they have in the field.

As an Authorized Dealer, NBT can utilize All of the Kyocera Document Solution resources including, Kyocera Service Hotline, National Fleet Services and Kyocera onsite Technical support.

If there are any further questions, please feel free to contact me.

Regards,

James W. Robinson

Area Sales Manager

Northeast Region

Kyocera Document Solutions America, Inc.

James.Robinson@da.Kyocera.com



NATIONAL[®]
Business Technologies

15 Corporate Circle– Albany, NY 12203
(518) 724-6455

GOLDAlliance Proposal



A Document Solution for

Albany County
BID#2020-001

March 18 2020

GOLDAlliance

Presented by:
Daniel Gentile
Senior Account Manager
Dgentile@national1927.com

www.national1927.com

GOLDAlliance

— G U A R A N T E E —

WE GUARANTEE 100% CUSTOMER SATISFACTION

- **Guaranteed Service Response**
- **Guaranteed Service Performance**
- **Guaranteed World-Class Products**

**“Our equipment and service is guaranteed.
If we fail to perform to your guaranteed standards,
we’ll replace the equipment or refund
your service money.”**

YOUR GUARANTEE

Hardware Terms and Conditions

NATIONAL Business Technologies will service all equipment to manufacturer's recommendations and, if unable to satisfactorily service a NATIONAL product in the field, a loaner will be provided at no charge while in-shop repairs are performed. If a NATIONAL product is unable to be satisfactorily repaired, a comparable replacement model will be provided at no charge.

All NATIONAL products are covered for a period of five years, provided that the original unit is continuously maintained under a NATIONAL maintenance agreement from the date of installation.

We Guarantee Same Day Service

All NATIONAL service calls will have an average six-hour response time (Mon-Fri 8am-5pm). The six-hour response time will be reviewed annually. If NATIONAL fails to meet an average six-hour response time, NATIONAL will refund your service money in the form of a check for the last month's service.

This Guarantee:

- Applies to equipment that has not been damaged or destroyed by customer abuse or acts of nature.
- Applies if the customer's account is current.

Software Terms and Conditions

If NATIONAL is unable to complete the Scope of Work, NATIONAL will refund your professional services and software money.

All NATIONAL Software Application versions are supported as stated in the Scope of Work by NATIONAL and said software vendor, until the software vendor discontinues support for the software application.

This Guarantee:

- Applies to software issues that are known by NATIONAL and said software vendor but precludes external factors that may affect the software (e.g. hardware changes or changes in other software on the system).
- Requires the client to provide proper resources stated in the Scope of Work.
- Applies if the customer's account is current.
- Loss of data is not covered.



MISSION STATEMENT

NATIONAL is an experienced group of professionals committed to the needs of our customers since 1927.

- We provide world-class business technology to improve our clients' productivity.
- We are driven to be the most knowledgeable and best prepared to serve our clients' needs.
- We respond to our clients' service needs with a sense of urgency.
- We hold ourselves to the highest standards of honesty and integrity.
- We are committed to the success of our community.

HISTORY

Opening for business in 1927, The Camera Exchange is where our history began, providing photo and camera supplies to the public. After a name change to State Photo and a move uptown, the business continued to grow and began supplying a wider range of products.

In 1952 NATIONAL began selling and servicing the Kodak Verifax photocopier. This was our first entry into the business equipment market; an entrance that would lead to the opening of the NATIONAL Business Equipment division.

As business technology continued to improve, our customers asked us to provide more world-class equipment and services. In 1995 our products transitioned from analog to digital. It was important for our team to support our customers with business connectivity support. Connecting digital business equipment to our customers IT network lead us to create a new support service through NATIONAL IT Services.

In 2017, NATIONAL celebrated its 90th year and operations today have expanded to include more products and services than ever before. It is for that reason, a final change in name was settled on: NATIONAL Business Technologies.

Through the years of selling photocopiers, we have seen many changes and advancements in office technology. One thing that has not changed, however is the superior service that customers can expect from NATIONAL. From the moment the doors opened in 1927, the customer has always been our highest priority.



1927



1952



1992



2016

PARTNERS



KONICA MINOLTA





MDS DEALER

NATIONAL is a proud Kyocera MDS Dealer and Certified Provider of Kyocera Total Document Solutions. Kyocera MDS Dealers represent the highest level of Managed Print Services knowledge and support in the Kyocera channel of Authorized Dealers. These dealers have proven to successfully reduce customer output costs, simplify consumables fulfillment and improve document efficiency through Kyocera's Managed Document Services program.

MANAGEMENT



Scott Mueller
President/CEO

Tenure: 2008-Present

Scott Mueller is the President and CEO of NATIONAL Business Technologies. Prior to acquiring NATIONAL in 2008, Mueller was the founding owner of National Document Solutions (NDS) in Dayton, OH. NDS was a startup organization which rose to become an award-winning, nationally recognized company. Scott Mueller has over 20 years of experience in the Managed Print Services industry and more than 15 years of experience as a business owner.

Over the years, Mueller's companies have won many awards, including the US Dealer of the Year, Top US Sales Program and Better Business Bureau "Honoree for Ethics". Mueller is currently the President of the Dealer Advisory Council for Kyocera. During his career, Mueller has been on the Hewlett Packard, Kyocera, Konica Minolta and Captaris Dealer Advisory Councils

Mueller grew up in Guilderland, NY and attended the State University of New York at Plattsburgh, where he played basketball and graduated with a Bachelor of Science degree in Marketing. Mueller currently resides in Clifton Park, NY.



Bryan Mueller
Senior Vice President

Tenure: 2008-Present

Bryan Mueller, Senior Vice President of NATIONAL, joined the company in 2008, bringing more than 20 years of experience in sales and general business management. He specializes in reducing customer costs, improving client workflow and educating clients in new technologies and services. Mueller grew up in Guilderland, NY and attended Utica College where he played Division 1 baseball and graduated with a Bachelor of Science degree in Business. He currently resides in Queensbury, NY.



Shawn Saville
Vice President of Service

Tenure: 2016-Present

Shawn Saville joined NATIONAL in 2016, bringing 27 years of experience in service and management with a document solutions provider as a key member of the leadership team. In addition, Shawn has served over 30 years in the US Military. Saville is responsible for setting parameters to judge how effectively and efficiently NATIONAL's service division is operating and ensuring customer satisfaction. Shawn grew up in Hudson Falls, NY.



Russ Mahar
Director of Technology

Tenure: 1982-Present

Russ Mahar leads the NATIONAL team of business technology professionals who enable customers to achieve their business objectives within their budget by deploying the most appropriate products, services and solutions. With over 30 years of experience servicing NATIONAL clients throughout the Tech Valley, Russ has earned an excellent reputation for providing service excellence with a personal touch. Russ is a factory-certified technician on over 50 MFP models, including certifications in document storage systems and workflow software to help customers streamline their traditional paper-based processes into digital environments.



Lawrence Scott
Service Manager

Tenure: 1998-Present

Lawrence Scott is an experienced on-site technician who has earned his leadership role as Service Manager at NATIONAL. As the service manager, Lawrence is responsible for training and professional development of the NATIONAL technical support team. With over 15 years of experience as an in-field service representative and senior technician, Lawrence brings a wealth of experience and knowledge to help customers maximize the performance of their NATIONAL office products and services. Lawrence and his team have been recognized as a Silver Seal recipient by Konica Minolta Corporation and are proficient in providing service excellence for NATIONAL's entire award-winning line-up of Kyocera and Konica Minolta products.



TONER RECYCLING PROGRAM

There are 3 ways that cartridges can be recycled

1. Return Label in each cartridge box

Each Cartridge will have a return label inside of each box. The end user would simply place the used cartridge back in the box, seal and place the label on the box for UPS pickup. Please remind your customers that if they call UPS for a pickup, they will be charged for it. If they have UPS come to their office on a regular basis, they can then give the box to the delivery driver, and they will take the cartridge at no charge to them.

2. Recycling Boxes sent to you at NO Charge

We will provide 20x20x20 boxes at no charge to you for empty cartridges. You can let me know how many you would like shipped to you. The instructions and label for return will be shipped with each box. We request that you only send back LMI cartridges, or OEM cartridges, not other companies' compatible or remanufactured cartridges. You can always order through thelin@national1927.com as well.

3. Pallet Pickup

If you have a customer that has an area that they can store empty cartridges, and can fill a pallet, we will co-ordinate pickup for the pallet. Just email thelin@national1927.com and we will get the pickup scheduled. Again, we ask for OEM or LMI cartridges only.

SUGGESTED IMPLEMENTATION AGENDA

Description	Estimated Time or Date
Order Approved	Execute Contract Upon Board Approval
Hardware Installation to Designated Locations	20 Business Days
Software Installation, Ready to Begin Training	5 Business Days
Hardware Training and In-Service	5 Business Days
Printing and Scanning Training and In-Service	To Commence Upon Completion of Software Installation, 5 Business Days
Follow-Up Training	1-2 Weeks Post Initial Install and Training 1-2 Business Days
Periodic Follow-Up Training	Scheduled as Needed
Review All Aspects of Account Management	Periodic or Quarterly



WHY NATIONAL?

- Local, New York based organization
- **GUARANTEED SAME DAY SERVICE OR YOUR MONEY BACK**
- Quarterly account reviews ensure utmost efficiency
- Most reliable technology available
- BEI & ENX Magazine Office Technology Service Excellence Award-Platinum Level Service Provider
- Over half of our technicians have received national recognition
- Out of over 13,000 service technicians across the country, 3 of our technicians are in the top 1%

WORLD-CLASS SERVICE

- Our Philosophy Towards Service Repair:
 - Please refer to our [Gold Alliance Guarantee](#) on the following page.
- NATIONAL'S Response Time to Service Calls:
 - The dedicated NATIONAL Technician will call Albany County within one hour of being notified of the service call being placed.
 - National guarantees to have the service call completed within Four hours from when the initial call was placed.
- NATIONAL's Service Technician Team.
 - We employ 23 Technicians throughout our Organization.
 - We will assign a Total of Three Techs to Albany County:
 - One Primary Technician who classifies on our Diamond Category (highest ranking), Two Additional Technicians will be assigned to Albany County As well, also of the diamond ranking.
 - All Techs are fully trained by the manufacturer to include ongoing manufacturer training as new models are introduced. NATIONAL also holds internal training and testing to ensure our Techs maintain the highest level of service.
 - The manufacturer conducts annual evaluations to determine the best techs in the region and the country. NATIONAL employs a tech who was selected one of the top ten in the country. Also NATIONAL uses an independent company to evaluate the service department and each tech. NATIONAL has one of the top 5 BEI rated techs in the country along with a number of Diamond, Platinum and Gold rated Techs. The NATIONAL Service department as a whole is rated as a Platinum Dealer. All Techs are incentivized through BEI to provide excellent service.

Procedure for Placing Service Calls.

- Service calls can be placed by, phone, email, web.
- Our Technicians Are Dispatched Electronically Through Remote Tech.
- Average Number of Copies Between Service Calls.
 - Our Diamond Level Ranked Technicians Average 183,468 Copies Between Calls.

YOUR GUARANTEE

Hardware Terms and Conditions

NATIONAL Business Technologies will service all equipment to manufacturer's recommendations and, if unable to satisfactorily service a NATIONAL product in the field, a loaner will be provided at no charge while in-shop repairs are performed. If a NATIONAL product is unable to be satisfactorily repaired, a comparable replacement model will be provided at no charge.

All NATIONAL products are covered for a period of five years, provided that the original unit is continuously maintained under a NATIONAL maintenance agreement from the date of installation.

We Guarantee Same Day Service

All NATIONAL service calls will have an average six-hour response time (Mon-Fri 8am-5pm). The six-hour response time will be reviewed annually. If NATIONAL fails to meet an average six-hour response time, NATIONAL will refund your service money in the form of a check for the last month's service.

This Guarantee:

- Applies to equipment that has not been damaged or destroyed by customer abuse or acts of nature.
- Applies if the customer's account is current.

Software Terms and Conditions

If NATIONAL is unable to complete the Scope of Work, NATIONAL will refund your professional services and software money.

All NATIONAL Software Application versions are supported as stated in the Scope of Work by NATIONAL and said software vendor, until the software vendor discontinues support for the software application.

This Guarantee:

- Applies to software issues that are known by NATIONAL and said software vendor but precludes external factors that may affect the software (e.g. hardware changes or changes in other software on the system).
- Requires the client to provide proper resources stated in the Scope of Work.
- Applies if the customer's account is current.
- Loss of data is not covered.




NATIONAL[®]
Fleet Services

NFS is a comprehensive, cost-effective remote monitoring solution that saves both time and money.

Technicians can monitor devices in real-time, anticipate issues, even update firmware remotely during off-peak hours – maximizing uptime, making sure business gets done.

NFS also provides comprehensive usage data: Which devices get used the most? Which the least? Is there too much color printing? Or not enough? Over time, the entire document infrastructure can be optimized to best meet the unique and evolving needs of every organization.

NFS is hosted off-site in the highly secure Microsoft Azure cloud, minimizing burden on IT staff.

More consistent uptime for all devices in your fleet

- Real-time device diagnostics and alerts
- Convenient firmware updates
- Remote error resolution, code-resetting
- Supply-level monitoring
- Fewer on-site visits

Deeper understanding of needs through usage data

- Identify trends, user requirements
- Right-size devices across your fleet
- Detailed analytics and graphic reports
- Optimize device configuration to meet needs

Available to technicians and in-house admins

- NFS can be adapted to any customer need
- Virtually eliminates need for maintenance by end users
- Ability to restore deleted information
- Increase productivity by remotely importing and exporting address book data

PRINTAlliance Benefits

Free Services & Cleaning

NATIONAL has an experienced team of technicians that have been trained to work on a variety of printers (i.e Hewlett Packard (HP), Kyocera, Lexmark, Canon, Ricoh, and Brother to name just a few). Our **PRINTAlliance** entitles your organization to unlimited labor and free cleanings for all laser printers.

Fast Response Time

Guaranteed 1 hour call back from your NATIONAL technician from the time of the call being placed where we provide our customers with an estimated time of arrival (current response time is 3.5 hrs.). We understand how important it is to have your printers working so office productivity isn't affected.

Proactive vs Reactive Supply Program

This program removes the hassle of keeping your supplies stocked. Your Account Manager will set your pre-determined threshold levels, and your cartridges will be automatically ordered. We eliminate any emergency situations, overnight shipments or local courier delivery charges caused by running out of supplies.

Supply Guarantee

NATIONAL guarantees that high quality consumables provided for your printers will not cause any malfunction with your device. In the rare event they do, we will repair the problem at no charge and replace the defective cartridge immediately.

Single Point of Contact

Customers are assigned a specific customer service representative who will monitor their account, allowing all questions to be handled by someone familiar with the account and enabling us to provide a fast and courteous level of support.

Proactive Cleanings & Service

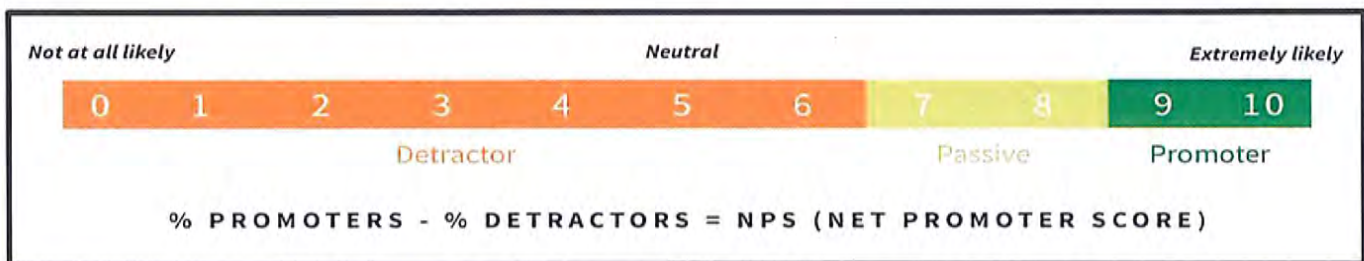
Provides longer life expectancy from your equipment, greater reliability, and better image quality.

Get Your Program Started

Free Labor – Free Printer Cleanings – Low Cartridge Pricing. NATIONAL experts will provide you with quick and courteous service while assisting with your order.

NET PROMOTER SCORE

The **Net Promoter Score** measures the willingness of customers to recommend a company's products or services from others.



NPS® Leaders - N. America 2017		
Company		NPS
Nordstrom		79
USAA		77
Costco		75
Ritz Carlton		72
JetBlue		67
Apple		67

NPS scores published by Satmetrix Systems

2018 NATIONAL SCORE

87.48

RESPONSE TEAM: Albany County**Chris Shersky, CFO**

cshsky@national1927.com

518.724.6455 x3180

Shawn Saville, COO

ssaville@national1927.com

518.724.6455 x3280

Russ Mahar, Director of Technology

rmahar@national1927.com

518.724.6455 x3157

Michael Carroll, Operations Manager

mcarrol@national1927.com

518.724.6455 x3250

Dan Gentile, Sales Manager

dkiselica@national1927.com

518.724.6455 x3227

Tom Tatko, Senior Account Manager

ttatko@national1927.com

518.724.6455 x3254

Larry Scott, Service Manager

jarabio@national1927.com

518.724.6455 x3129

Dave Parker

dparker@national1927.com

518-937-5526 x3290

Matt Coviello Customer Care Manager

mcoviello@national1927.com

518.724.6455 x3153

Scott Mueller, President

smueller@national1927.com

518.724.6455 x3217



ACCOUNT **MANAGEMENT**

Senior Vice President Bryan Mueller will oversee and manage every aspect of the account utilizing managers of each of NATIONAL's departments that have an impact on Albany County account. Regularly scheduled quarterly review meetings will include information on:

- Implementation and Integration
- Connectivity Support
- Service and Supplies
- Training
- Billing



TRAINING

NATIONAL will provide unlimited training for all aspects of the account throughout the term of the contract on copying, faxing, printing and scanning.

Training Process

1. Initial Installation phase of training.
2. Scheduled detail corporate training to all staff throughout the company.
3. Scheduled follow-up training no more than 2-3 weeks from step 2.
4. Quarterly training scheduled for new employees or follow-up with current employees.
5. In-service training at the beginning of each year



DEMONSTRATION OF **EQUIPMENT**

- Full demonstrations for all proposed equipment are available at 505 Bradford St, Albany NY location. Our Digital Lab is equipped with the full product line of MFP's proposed.
- Onsite demonstrations are available to customers.
- Director Of Technology Russ Mahar will lead all demonstrations of machines. In addition, he will aid in insuring all print jobs are correct to Albany County account satisfaction.
- Bryan Mueller, Larry Scott and other supporting staff members participate in all demonstrations.



VALUE-ADD PROGRAMS

NATIONAL will provide consulting services to ensure the optimization Albany County account print assets. We will identify and redeploy over / under utilized printers and route print jobs to most application appropriate device.

NATIONAL will act as Albany County account IT Help Desk via e-mail, telephone or onsite support which will free up IT resources to focus on core competencies.

NATIONAL will provide preventative maintenance on all devices on a routine basis ensuring optimum performance and longevity resulting in a maximum return on investment on each asset.

NATIONAL will offer end-user training upon installation and on an ongoing basis to ensure users maximize the functionality and productivity of each device.

REFERENCES

Albany College of Pharmacy & Health Sciences

106 New Scotland Ave
Albany, NY 12208
Ben Keezer
Support Services Manager
518.694.7321
Ben.keezer@acphs.edu



Project Summary: Phase 1 (June 2011)

ACPHS was dissatisfied with their current provider's support and assisting on the design of an accounting solution which would allow them to track their copy and print volumes to a user level. They had an obligation on their current lease of almost \$300,000. NATIONAL was able to pay off their obligation, replace all of their current hardware with new Kyoceras, design an accounting system and save ACPHS over \$100,000 over the term of the lease.

Project Summary: Phase 2 (June 2016)

After rightsizing the solution in Phase 1, NATIONAL was able to shorten the term to 36 months and implement PaperCut, a more robust accounting solution for both students and faculty. Students and faculty can now authenticate using RFID. With the Phase 2 solution, NATIONAL is saving the college over \$200,000 in 36 months.

Goods Provided:

- 67 New Kyocera devices in 3 locations (Albany, Rensselaer, & Colchester, VT)
- PaperCut software with RFID Authentication allows the technology department to track usage to a user level for both students and faculty.

Services Provided:

- **GOLDAlliance** Guarantee; Provides clients an average 4-hour response time guaranteed and a 1 hour call back time.
- DCA (Data Collection Agent); provides Just-in-Time toner fulfillment and Life Cycle Management reports.
- Quarterly review meetings with the Vice President of NATIONAL to discuss printing volumes and adjust contract accordingly.
- Ongoing technology training seminars
- Customized Invoicing

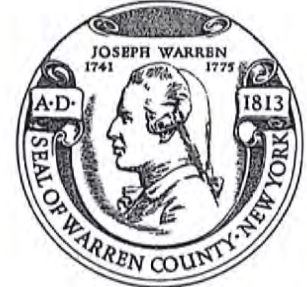
Number of clients receiving these goods: 100

Implementation Start Date: July 2011 (Phase 1), July 2016 (Phase 2)

Approximate Cost: \$300,000 (including goods and services)

Warren County

1340 State Route 9
Lake George, NY 12845
Paul Dusek
Warren County Administrator
518.761.6539
dusekp@warrencountyny.gov



Project Summary:

Warren County had over 350 devices with an average age of over 8 years and were looking to better control their printing costs with a managed print services (MPS) program as well as replace their aged equipment. NATIONAL designed a solution where all current equipment was replaced with new equipment and a 10-year program was structured that would save them \$500,000 and increase productivity.

Goods Provided:

- 130 New Kyocera devices
- RFID Card Readers for each device
- Accounting Software to allow the county to track volumes for all MFPs and cupiers to a user level.

Services Provided:

- **GOLDAlliance** Guarantee; Provides clients an average 4-hour response time guaranteed and a 1 hour call back time.
- DCA (Data Collection Agent); provides Just-in-Time toner fulfillment and Life Cycle Management reports.
- Quarterly review meetings with the Vice President of NATIONAL to discuss printing volumes and adjust contract accordingly.
- Ongoing technology training seminars

Number of clients receiving these goods: 200

Date of Solution Approval: July 2012

Implementation Start Date: August 2012

Approximate Cost: \$500,000 (including goods and services)

Shenendehowa Central School District

970 Route 146
Clifton Park, NY 12065
Ken McDermith
Director of Technology
518.881.0700
mcdekenn@shenet.org



Project Summary:

Shenendehowa had 660 devices. 360 of them were Lexmark 323 printers, which were expensive to use and became less reliable. The reliability issue was consuming the technology department along with support issues preventing the district to concentrate on mission-critical tasks. Shenendehowa purchased 190 Kyocera printers from NATIONAL, which are much more reliable and less expensive to use.

Goods Provided:

- 447 devices
- KM Accounting; allows the district to track their print volume to a user level on the Kyocera devices.

Services Provided:

- **GOLD Alliance** Guarantee; Provides clients an average 3-hour response time guaranteed and a 1 hour call back time.
- DCA (Data Collection Agent); provides Just-in-Time toner fulfillment and Life Cycle Management reports.
- Quarterly review meetings with the Vice President of NATIONAL to discuss printing volumes and adjust contract accordingly.
- Ongoing technology training seminars
- Customized Invoicing

Date of Solution Approval: April 2013

Implementation Start Date: May 2013

A3 Multifunction Devices: 21

A4 Printers and Multifunction Devices: 426

Average Response Time: 2.3 hours

Mohonasen Central School District

5072 Curry Road
Schenectady, NY 12303
James Dilbone
Director of Technology
(518) 669-0305
JDilbone@mohonasen.org



Summary of Project:

Mohonasen Central School District was initially looking for an improved partner for support for their printing needs following a 20 year relationship with Xerox. After initial implementation through a managed print services solution we have been to direct over 80% of their total prints to their copy center and eliminate almost 30% of their desktop HP deskjet printers that were very expensive to use. Our total solution is saving the district over \$25,000 annually.

Description of Goods Provided:

- 75 New Kyocera Devices
- Papercut software combined with RFID Authentication allows the district to track their copy and print volume to a user level on the Kyocera devices and direct larger jobs to the least expensive devices to use
- Teaching Assistant application which is an application being used on the Kyocera devices for student assessments

Description of Services Provided:

- Managed Print Services contract that allows the Technology Dept. to concentrate on mission critical tasks while National manages their document flow
- Gold Alliance Guarantee which features providing the client with a 4 hour guaranteed response time and a 1 hour call back time
- Data collection agent to provide Just in Time toner fulfillment as well as Life Cycle Management reports
- Quarterly Review meetings with the Vice President of National Business Technologies to discuss printing volumes and adjust contract accordingly
- Ongoing technology training seminars
- Customized invoicing

Approximate Cost

\$500,000 that would include goods and services

Details of products added after the project was completed

- In June 2011 we added our Print Alliance contract (managed print services)
- In February 2012 we added Teaching Assistant applications to 6 Kyocera devices that can be used for student assessments
- have installed network color printers in common areas to eliminate expensive to use HP Deskjet color printing in the classroom
- In December 2014 we added Papercut software as well as RFID card readers on all of the multifunction printers to aid in managing their document flow.

East Greenbush Central School District

29 Englewood Ave
 East Greenbush, NY 12061
 Peter Goodwin
 Director of Technology
 (518) 867-6285
 goodwinpe@egcsd.org



Summary of Project: Phase 1 (Goff Middle School)

East Greenbush Schools was printing a significant amount of their volume to HP Desktop printers which were expensive to use and difficult to support. They were also dissatisfied with their current resell partners for their multifunction printers. National designed a solution using PaperCut software and RFID authentication to design several release stations to perform a 4 to 1 consolidation and eliminate their HP Desktops which were very expensive to use. Goff Middle School was used as a pilot with the implementation occurring in the Spring of 2018. Following the expiration of their previous leases in which the final will be the Spring of 2020, East Greenbush Schools will save over \$27,000 a year just at Goff Middle School.

Summary of Project: Phase 2 (Elementary Schools)

Implementing the same solution as Goff to be completed in the 4th quarter of 2018. Following the expiration of their previous leases in which the final will be the Spring of 2020. East Greenbush Schools will save over \$50,000 a year at the elementary schools.

Summary of Project: Phase 3 (High School)

Implementing the same solution as Goff and the elementary schools in the 2nd quarter of 2019. Following the expiration of their previous leases in which the final will be the Spring of 2020. East Greenbush Schools will save over \$40,000 a year at the High School.

Description of Goods Provided:

- 100 New Kyocera devices at the elementary, middle and high school
- Using the PaperCut software with RFID Authentication the Technology Department can track usage to a user level for both students and faculty and to be used as print release stations

Burnt Hills-Ballston Lake School District

88 Lake Hill Road
Burnt Hills, NY 12027
Brenda Kane
Business Administrator
(518) 399-9141 ext. 85025
brkane@bhbl.org



Summary of Project:

BH-BL School District has over 25 MFP devices from National Business Technologies over the span of three years. In addition to implementing a Kyocera MFP environment, National has provided two Konica Minolta production print machines in the high school.

Description of Goods Provided:

- 25 New Kyocera Devices
- 2 Konica Minolta Production Printers
- Papercut software combined with RFID Authentication allows the district to track their copy and print volume to a user level on the Kyocera devices and direct larger jobs to the least expensive devices to use

Description of Services Provided:

- Gold Alliance Guarantee which features providing the client with a 4 hour guaranteed response time and a 1 hour call back time
- Data collection agent to provide Just in Time toner fulfillment as well as Life Cycle Management reports
- Quarterly Review meetings with the Vice President of National Business Technologies to discuss printing volumes and adjust contract accordingly
- Ongoing technology training seminars
- Customized invoicing

Date of Implementation

July 2015-February 2017

**COUNTY OF ALBANY
SOLICITATION #2020-001**

PHOTOCOPIER LEASE AND MAINTENANCE AGREEMENT

Release Date: March 10, 2020
Introduction: Through Solicitation #2020-001, Albany County seeks to explore options available under various National Cooperative contracts to establish a lease and maintenance agreement for thirty-four (34) photocopiers.

**A. LEASE/ MAINTENANCE AGREEMENT
SCOPE OF SERVICES**

1. The Contractor shall lease to the County, and provide maintenance for, the photocopiers listed in the attached document entitled "Minimum Machine Specifications". **This is a True Lease Quote-Title to the Equipment shall not pass to the County of Albany.**
2. The agreement shall be issued for a (48)-month term, with dates July 1, 2020 –June 30, 2024. **(Please note there are some exceptions to start date on two copiers, these are noted on the bid form. All copiers as a part of this solicitation will have the same lease end date)** All submitted pricing, including equipment rental, per copy or print (usage) charges, and staples/supply pricing shall be held firm for the term of the agreement.
3. The Contractor, either directly or through an authorized representative, shall provide all parts and labor necessary to maintain the equipment. At a minimum, maintenance shall include all routine, remedial and preventive maintenance recommended by the equipment manufacturer in order to maintain maximum performance.
4. The Contractor shall provide emergency repair service for equipment in keeping with terms of the lead agency's contract. Albany County's expectation is that a repair technician shall be on site in response to any request for repair service placed by County departments within 4 business hours of receipt of such request, and that 95% of repairs required to render a machine functional shall be completed with 24 hours of receipt of such request.
5. The County requires that all parts, supplies, labor and incidental expenses (travel, shipping charges, etc.) required to maintain and repair the equipment in accordance with the terms of this agreement shall be fully covered under the contract.
6. With the exception of paper and staples, all consumable supplies including, but not limited to, toner and drum units shall be included in the lease price at no additional cost to the County.
7. The County expects that all equipment supplied under this agreement shall be new equipment which is currently in production or which has been discontinued from production not more than twelve (12) months from the date of proposal submission.

8. The Contractor shall ensure that all photocopiers are delivered to the location as specified in the solicitation and resulting contract, on or before the lease start date.
9. The County expects that the Contractor shall provide for inside delivery and machine setup at no additional cost, and that user staff training shall be completed for all machines within 14 days of lease start date.

10. Contract Price Structure

- a. It is the County's expectation that the contract shall be structured as a quarterly equipment rental price with copies billed separately as a cost per copy (CPC) for actual copies/prints made during the term of the agreement.
- b. An estimated annual copy volume is provided for each machine for informational and proposal evaluation purposes.
- c. Staples and cost of hard drive will not be used in the total cost to determine the lowest quote received.

11. Invoices:

- a. Invoicing shall be on a quarterly basis, in arrears, to the end user department. The quarterly cycle shall be as follows: Quarter 1: January 1-March 31; Quarter 2: April 1-June 30; Quarter 3: July 1-September 30; Quarter 4: October 1-December 31. If the contract commences at a date which does not coincide with a calendar quarter, the first and final contract billings shall be prorated for period which is less than a full quarter, and which will allow all other invoices to be issued on the standard quarterly billing cycle.
 - b. Copies and prints shall be billed to the end user department on a standard billing cycle, as proposed by the Contractor, but no more frequently than a quarterly billing cycle.
 - c. All invoices shall identify the machine make, model, serial/identification number, and location.
 - d. Invoices not in conformance with the above requirements will be returned to the vendor unpaid. No late charges will be paid.
 - e. Contractor may invoice multiple copiers to the same end user department on an aggregate basis, provided that the quarterly cost for each copier and any per copy charges, are itemized separately per machine. For every cost billed, the correlating location, make, model and serial number of each copier must be clearly indicated on the invoice.
12. The County expects that, at the end of the lease term, the contractor will provide for pickup and removal of the equipment from County premises, at no additional cost to the County. Contractor will be required to pick up machines within 30 days of notification. If vendor fails to move a machine in the requested time then Albany County will dispose of machine at its discretion.

B. PHOTOCOPIER GENERAL MATERIAL SPECIFICATIONS

All equipment proposed under this solicitation shall meet or exceed the specified minimums defined herein.

1. Requirements applicable to ALL Photocopiers are as follow:

- a. All copiers shall be digital.
- b. All copiers shall be Energy Star-compliant.
- c. All copiers shall be equipped with a stand. Tabletop units are not requested, unless specified on the minimum specifications sheet, all copiers shall be freestanding unless specified..
- d. All copiers shall have automatic document feeders (ADFs).
- e. All copiers shall accommodate letter- and legal-size originals, **both via the document feeder and on the document glass.**
- f. All copiers shall have duplex capability.
- g. All document feeders shall have auto duplexing capability- i.e., shall be either reversing automatic or single pass document feeders, to accommodate 2 sided originals of the largest size which the machine can copy. (1 sided to 2 sided, and 2 sided to 1 sided)
- h. All copiers shall have reduce/enlarge/zoom capability.
- i. All copiers shall be network-ready. (See additional requirements for network-ready machines in Section C of this document.)
- j. All copiers shall be equipped with document finishers with the ability to: collate, group/sorted and offset stack documents.
- k. All copiers shall be equipped with a minimum of two stock paper trays with a combined capacity of at least 1,000 sheets. Standard Configuration is (1) letter size tray (1) adjustable tray to accommodate all sizes the machine can copy (Note: referenced stock paper trays do not include auxiliary (bypass feed) tray or duplex tray.)
- l. At least one of the stock paper trays must be adjustable to accommodate paper sizes 8 1/2" x 11" and 8 1/2" x 14" paper. For copiers specified to accommodate 11" x 17" originals, the adjustable tray shall also accommodate 11" x 17" paper.
- m. All copiers shall be supplied with a power surge protector.

2. Speed-specific requirements are as follow:

- a. All machines with a speed of **35 Copies/ Minute (CPM) and higher**, shall be equipped with the following standard features:
 - (1) accommodate ledger size (11" x 17") originals and copies, **both via the ADF and on the document glass;**
 - (2) automatic document staplers;
 - (3) minimum memory of 1 GB RAM;
 - (4) capability for secure printing, which will store print jobs at the device until an authorized user swipes an ID card or enters a password or PIN at the control panel to release the job.
- b. In addition to requirements of (a) above, all machines with a speed of **55 CPM and higher** shall meet or exceed the following:

- (1) large capacity (2,000 sheet) letter size (or adjustable) input paper tray + 1 adjustable input paper tray;
- (2) 1,000 sheet offset tray;
- (3) minimum 50-sheet capacity ADF/

3. In addition to all standard requirements and speed-specific requirements detailed above, the “**Minimum Machine Specifications**” table which is incorporated in this solicitation further defines any special requirements for individual machines.

4. **Data Security**

- a. All data stored on the machine shall be encrypted and hard drives equipped to automatically overwrite images with technology meeting Department of Defense (DoD) standard 5220.22M.
- b. Proposed machines which are equipped with hard drives shall be identified in the proposal. A cost for hard drive surrender at lease end shall be included with the proposal, which County departments may opt to purchase at their own discretion, on a case by case basis.

C. REQUIREMENTS FOR NETWORK READY MACHINES

All equipment supplied under this agreement shall be network- ready.

1. **Technical Requirements for Network Ready Devices**

- a. All equipment must be network ready with connectivity for at least 10/100 Ethernet.
- b. All Devices must support Postscript, PCL5 or PCL6 protocols. All machines must be capable of running TCP/IP protocol to connect to our existing Cisco switched IP network and support DHCP. All drivers must support duplex printing and support virtualized applications including Citrix and VMWARE.
- c. The successful bidder must supply appropriate drivers (both 32 and 64 bit where available) for Windows Vista and Windows 7 and Windows 8 and Windows 10. As well as support for Windows Server 2008, 2012 and 2016 and Microsoft Active Directory.
- d. Device must obtain all network-related information, including DNS server IP addresses and default gateway from the DHCP server that serves the subnet it's on.
- e. The user must have access to all device capabilities without having to be on the same IP net.
- f. **Document retention and security requirements**
Solution must have the capabilities to digitally shred any stored images after deletion such as from copies, faxes, prints, etc.

g. **Scanning Features**

All scanning equipment must be able to scan to user's home directory and/or directly to their E-mail account. Equipment must support integration with Microsoft's Active Directory for user credentials and authentication

- h. Equipment must support Microsoft Servers 2003, 2008, 2012 and 2016. System shall allow for security mechanism to prevent guest from scanning to personal E-mail and or home folders. System shall allow for scanning to common FTP repository or Microsoft network directory folders.
- i. The connected scanning and printing functionality of the copier must be available from a single network drop. This will allow scanning to the network and printing to the copier with one single drop.

2. **Installation Process for Networked Devices**

- a. The Contractor must be prepared to work with County Information Services staff on each networked installation to insure that all networked services are installed and functioning properly.
- b. The County will supply network drops and patch cables.
- c. Printer Drivers shall be installed by county staff. Contractor must document the printer driver installation process for County IT staff and the County will complete the installation process. Networking of devices may take place at the time of, or at a mutually agreed upon time after, the initial copier delivery and installation, based upon the County's need to coordinate provision of network drops, cables and IT staff coverage.
- d. The Contractor shall furnish technicians with experience and knowledge to configure and troubleshoot network printers to perform all network installations. **It is the County's expectation that Contractor's services regarding network installation shall be provided at no additional cost to the County.**

D. AWARD OF CONTRACT

The County intends to award a single contract for all machines listed in this solicitation. However, the County does reserve its rights to:

- a. delete machines from the list of requirements once cost proposals have been received, if it is deemed in the best interest of the County to do so, due to budgetary or other constraints;
- b. substitute a proposed unit from one line item and to contract for it in lieu of another, if deemed in the County's best interest, and with the agreement of the proposer; and
- c. contract for additional units at the prices offered in the proposal, under the same terms, and with the agreement of the proposer.

E. STANDARD ALBANY COUNTY PROVISIONS

The provisions in the attached document entitled “Standard Clauses for Albany County Agreements” will be required to become part of any contract executed with the County of Albany.

F. PROPOSAL RESPONSE REQUIREMENTS

The proposer’s response to this solicitation shall include or address the following:

1. Identify the National Cooperative Contract/State Contract being utilized for purposes of this solicitation.
2. Address the Scope of Services, indicating your agreement to comply with provisions as stated, or identifying any exceptions taken.
3. Indicate your acceptance of the provisions of the attached “Standard Clauses for Albany County Agreements”.
4. Indicate whether models proposed may be viewed locally by County representatives who wish to examine the model(s) offered before contracting for lease.
5. At a minimum, address the following:
 - a. How is service provided (direct or through dealer/ rep)? Proposers are to list one main contact for the implementation, billing, and removal of expired machines.
 - b. What is the standard response time for repair/ maintenance service requests? Is the response time frame guaranteed?
 - c. Include a copy of your standard contract document as established through your referenced national cooperative contract/NYS Contract. At the time of proposal submission vendors are to disclose the lease agreement terms for payment of the leased equipment and the payment of the price per copies (maintenance/service). If any other entity provides services or receives payment for either maintenance or services related to this Agreement, disclose that entity, its role pursuant to this Agreement, its Federal Tax ID Number, and address for billing and collection services.
 - d. Identify how security of data stored on the machine is ensured.
 - e. Identify any models proposed which have hard drives.
 - f. Identify any machines proposed which require electrical service greater than standard 110V. ****Please note if the proposed equipment needs special electrical service it will be at the contractors expense to update and configure the service at the time of installation****
 - g. Identify how meter reads are taken per machine.

6. **Submit your response to the Albany County Purchasing Agent by close of business (4:30 p.m.) on March 18, 2020.** Please ensure that your submission includes the completed Cost Proposal Form and the itemized price pages, a response to this solicitation, and any backup documentation materials.

Please direct your response to:

Karen A. Storm
Albany County Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

Responses may be submitted by email to:

karen.storm@albanycountyny.gov
pamela.oneill@albanycountyny.gov

F. PROPOSAL RESPONSE REQUIREMENTS

National's response to this solicitation includes or addresses the following:

1. Identify the National Cooperative Contract being utilized for purposes of this solicitation.

TCPN Contract#: R150301.

2. Address the Scope of Services, indicating your agreement to comply with provisions as stated, or identifying any exceptions taken.

National Business Technologies agrees to comply with provisions as stated in the Scope of Services.

3. Indicate your acceptance of the provisions of the attached "Standard Clauses for Albany County Agreements".

National Business Technologies accepts the provisions of the attached "Standard Clauses for Albany County Agreements".

4. Indicate whether models proposed may be viewed locally by County representatives who wish to examine the model(s) offered before contracting for lease.

National welcomes any County representatives to our showroom located at 15 Corporate Circle, Albany, NY 12203 to view any proposed equipment. We kindly ask for 5 business days advance notice to accommodate your request.

5. At a minimum, address the following:

- a. How is service provided (direct or through dealer/rep)?

Service will be provided by National Business Technologies, an authorized Kyocera Dealer. Larry Scott is our local Service Manager (518-724-6455).

- b. What is the standard response time for repair/maintenance service requests? Is the response time frame guaranteed?

We guarantee same day service. All National Business Technologies service calls will have an average four hour response time (Mon-Fri 8am-5pm). The four hour response time will be reviewed annually. If National fails to meet an average four hour response time, National will refund your service money in the form of a check for the last month's service.

- c. Include a copy of your standard contract document as established through your referenced national cooperative contract.

Our standard lease agreement and Gold Alliance service agreements are attached. National Business Technologies will be the only vendor servicing and maintaining the systems.

d. Identify how security of data stored on the machine is ensured.

Kyocera's Data Security Kits offer 1x or 3x Overwrite Method, Data Encryption, Password Protection for Administrators as well as Automatic and Manual Deletion Modes.

e. Identify any models proposed which have hard drives.

Kyocera Taskalfa 3553ci, 4053ci, 4003i, 5003i and 6003i.

f. Identify any machines proposed which require electrical service greater than standard 110V

No proposed machines require electrical service greater than standard 110V

g. Identify how meter reads are taken per Machine

Meter reads will be taken through FM Audit as a preliminary and National Fleet Services as a secondary.

STANDARD CLAUSES FOR ALBANY COUNTY AGREEMENTS

ARTICLE 1: AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of Albany County (hereinafter called the "County") or in the possession of the "Contractor" shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 2: COOPERATION

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

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: RELATIONSHIP

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

ARTICLE 5: INDEMNIFICATION

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

ARTICLE 6: COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance

with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 7: NON-INTERRUPTION OF WORK

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

ARTICLE 8: IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with New York General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 9: MISCELLANEOUS PROVISIONS

- 9.1 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 9.2 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 9.3 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 9.4 The County shall bear no responsibility other than that set forth in this Agreement.

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

Minimum Detailed Specifications.
RFB#2020-001

1	Alternate Public Defender Family Court - 30 Clinton Ave Albany NY 12207	35	25,000	
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	faxing capability send and receive
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	(1) 8 1/2 x 11 or adjustable paper tray (1)8 1/2 x 14 or Adjustable paper tray (1) 11 x 17 Or adjustable paper tray (1) Large Capacity 8 1/2 x 11 paper tray (minimum 1,500 sheets ***Hard Drive***
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	(1) 8 1/2 x 11 or Adjustable paper tray (1) adjustable paper tray (1) 8 1/2 x11 paper tray 1500 sheet minimum, one or more additional trays copy of large heavy books

Minimum Detailed Specifications.
RFB#2020-001

8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180 County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	40	27,000	min of 25 sheet capacity automatic document feeder. Copy of Large Heavy Books
9	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	32,000	Copy of large heavy books
10	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	Coin operation-not networked, copy of large heavy books, coin operation must accept quarters
11	County Executive 112 State Street, Room 1200, Albany NY 12207	55	60,000	Copy of large heavy books
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	Min ADF Capacity 100 sheets, Minimum Stapler Capacity 50 sheets, 8 1/2 x 11 or Adjustable Paper Tray, Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays, Color copier, scanner, printer, copy of large heavy books
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	Color copier, scanner, printer, Min ADF Capacity 100 sheets, minimum stapler capacity 50 sheets, 8 1/2 x 11 or adjustable paper tray, additional 8 1/2 x11 Capacity 2000 sheets, one or more additional trays, copy of large heavy books
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color	Color copier, scanner, printer, Min ADF Capacity 100 sheets, minimum stapler capacity 50 sheets, 8 1/2 x 11 or adjustable paper tray, additional 8 1/2 x11 Capacity 2000 sheets, one or more additional trays, copy of large heavy books

Minimum Detailed Specifications.
RFB#2020-001

15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35	35,000	
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	Faster double sided copying, Color copier, scanner, and printer
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	Size of new machines needs to be similar in size of current machine (MXDXH, 668 x 767 x 747Mm)
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	Not Networked need Fax Module 8 1/2 x 11 or adjustable paper tray (1) 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1), Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays- Faxing capability send/receive
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	8 1/2 x 11 or adjustable paper tray (1), 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1) additional 8 1/2 x 11 capacity 2000 sheets, one or more additional Trays Faxing capability send/receive

Minimum Detailed Specifications.
 RFB#2020-001

22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	Color Scanning-Minimum 50 sheet capacity document stapler
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	8 1/2 x 11 or adjustable paper tray (1), adjustable paper tray (1), one additional 8 1/2 x 11 paper tray capacity 2000 sheets, one or more trays
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NYY 12207	45	45,000	8 1/2 x 11 or adjustable paper tray (1) adjustable paper tray (1) Additional 8 1/2 x 11 1500 sheet capacity (2)
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	Faxing and copy of large heavy books
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204 (OPTIONAL)	35	BW 50,000 color is unknown	Faxing, color copy, printer, and scanner, copying of large heavy books
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	Print/Scan/Copy/Fax Freestanding Unit and the ability to be networked
28	Sheriff's Office E- 911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	BW 40,000 Color is unknown	Faxing, color copy, printer, and scanner
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	Copier must be free standing and the ability to be networked for scan to email

Minimum Detailed Specifications.
RFB#2020-001

30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	copy of large heavy books
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	Copy of large heavy books
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	copy of large heavy books
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202	40	15,000	Table top unit is requested due to size constraint (Lease Start Date 11/1/2020
34	Sheriff's Office Administration Court House Albany NY 12207	45		Color Copier Printer and Scanner, stapler , Fax-send receive, 220 sheet single pass document feeder, 2-550 sheet paper tray, 100 sheet bypass tray, Adobe Postscript 3, storage cabinet, envelope feeding via standard 2nd paper drawer and bypass tray, internal 500 sheet finisher. (Lease Start Date 11/1/2020)

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: PHOTOCOPIER LEASE AND MAINTENANCE AGREEMENT
Solicitation Number: 2020-001

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

- 1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
- 2. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

(a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date	Number
	<i>None</i>

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

(b) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

- 3. Proposer will complete the Work for the following prices(s): (Attach Proposal)
- 4. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

5. Communication concerning this Proposal shall be addressed to:

Don Gentile - Senior Account Manager

Phone: 518-724-6455 x3227

6. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT
Solicitation Number: 2020-001

COMPANY: National Business Technologies

ADDRESS: 15 Corporate Circle


CITY, STATE, ZIP: Albany NY 12203

TEL. NO.: 518-724-6455

FAX NO.: 518-438-0493

FEDERAL TAX ID NO.: 26-2693993

REPRESENTATIVE: John Arasio

SIGNATURE AND TITLE  Business Manager

DATE 3/18/2020

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany NY 12207	35	25,000							
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000							
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000							
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000							
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000							
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000							
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000							
8	Correctional Facility (Records) 2nd Floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000							
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000							
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany NY 12211	55	60,000							
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000							
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000 BW Color is unknown							
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color							
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35								
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000							
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000 BW, Color is unknown							
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000							
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
20	Nursing Home 780 Albany Shaker Road, Albany NY 12211 Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000							
21	Nursing Home 1st Floor, 780 Albany Shaker Road, Albany NY 12211 Business Office	45	95,000							
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000							
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207 Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	55	40,000							
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NY 12207	45	45,000							
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207 Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator)	35	30,000							
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000							
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000BW, Color is unknown							
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000							
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000BW, Color is unknown							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
29	Sheriff's Office County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207 Albany	25	5,000 BW							
30	Social Services Washington Ave 2nd Floor, Albany NY 12210 162	45	25,000							
31	Social Services Washington Ave 2nd Floor, Albany NY 12210 162	55	50,000							
32	Social Services Washington Ave 5th Floor Albany NY 12202 162	40	20,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Price for two months 11/1 - 12/31	Equipment Lease Price/Quarter	Total Equipment Lease Price 14Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000								
34	Sheriff's Office Administration 260 Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	BW 20,000 Color: 20,000								
Lease will end date on June 30, 2024 for Items 32-33											

19	Albany, NY 12020 Mental Health (mobile crisis unit) 75 New scotland ave Albany NY 12208	35	30,000	Kyocera 4003i	40	\$212.33	\$3,095.25 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x	x	x	x							x		
20	Nursing Home (mail room) 78 Albany Shaker rd Albany, NY 12211	60	285,000	Kyocera 6003i	60	\$324.29	\$4,727.20 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x			x	x	x	x	x				x	
21	Nursing Home Business Office 1st floor 780 Albany-Shaker Road Albany, NY 12211	45	95,000	Kyocera 5003i	50	\$288.66	\$4,207.80 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x	x		x			x	x				x	
22	Probation Department 60 South pearl st 2nd floor Albany NY 12207	35	25,000	Kyocera 4003i	40	\$212.33	\$3,095.25 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x	x	x	x								x	
23	Probation Department 60 South pearl st 2nd floor Albany, NY 12207	55	40,000	Kyocera 6003i	60	\$272.90	\$3,978.20 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x			x	x	x	x					x	
24	Probation Department 60 south pearl st 3rd floor Albany, NY 12207	45	45,000	Kyocera 5003i	50	\$237.27	\$3,458.80 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x	x		x			x					x	
25	Purchasing Division 112 State Street, Room 500 Albany, NY 1207	35	30,000	Kyocera 4003i	40	\$212.33	\$3,095.25 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x	x	x	x								x	
26	Sewer District (North plant) 1 Canal south rd 2nd floor No elevator Albany, NY 12204	35	50,000	Kyocera 4003i	40	\$263.72	\$3,844.25 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x	x	x	x								x	
26a	Sewer District (North plant) 1 Canal south rd 2nd floor Albany, NY 12204	35	50,000	Kyocera 3553ci color	35	\$273.46	\$3,986.25 .0028 B/W .034 Color	SH-10 3 Per Pack	\$15.00 \$300.00	x	x	x	x							x	x	
27	Sewer District (South plant) 209 church st Albany, NY 12202	25	10,000	Kyocera m2640idn	45	\$70.21	\$1,023.40 .0028 B/W		\$15.00 \$300.00	x			x	x							x	
28	Sheriff's Office 911 Communications center 449 New salem rd Voorheesville, NY 12186	45	40,000	Kyocera 5053ci color	50	\$364.45	\$5,312.65 .0028 B/W .034 Color	SH-10 3 Per Pack	\$15.00 \$300.00	x	x	x	x							x	x	
29	Sheriff's Office (albany Family court) 30 Clinton Ave 1st floor Albany, NY 12207	25	5,000	Kyocera m2640idn	45	\$70.21	\$1,023.40 .0028 B/W		\$15.00 \$300.00	x			x								x	
30	Social Services 162 Washingtone ave 2nd floor Albany, NY 1220	45	25,000	Kyocera 5003i	50	\$223.23	\$3,254.05 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x	x	x	x								x	
31	Social Services 162 Washington ave 2nd floor Albany, ny, 12210	55	50,000	Kyocera 6003i	60	\$272.90	\$3,978.20 .0028 B/W	SH-10 3 Per Pack	\$15.00 \$300.00	x			x	x	x	x					x	
32	Social Services 162 washington ave 5th floor Albany, NY 12211	40	20,000	Kyocera 4003i	40	\$212.33	\$3,095.25 .0028 B/W	SH-10 3 Per Pack	\$15.00 300	x	x	x	x								x	
33	Mental health 260 south pearl st front office Albany Ny 12202	40	15,000	Kyocera m2640idn	40	\$70.21	\$1,023.40 .0028 B/W		\$15.00 \$300.00	x			x			1					x	
34	Sheriff's Office administration courth house	45	50,000 BW 18,000 Color	Kyocera 5053ci	50	\$296.73	\$4,325.48 .0028 B/W .034 Color	SH-10 3 Per Pack	\$15.00 \$300.00		x		x							x	x	x
																				\$118,069.13		

courth house B120:L122

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender	dp- 7100	df-7100	stand	data security	df-7120	ak-7100	PF-7110	PF-7100	FAX	surge Protector	Dp - 7110	
1	Alternate Public Defender (family court) 30 Clinton ave, Albany, NY, 12207 Albany, NY 12210	35	25,000	BW Kyocera 4003i	40	\$212.33	\$3,095.25	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
2	Children, Youth and Families 112 State Street, Suite 400 Albany, NY 12207	35	86,000	Kyocera 4003i	40	\$212.33	\$3,095.25	0.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
3	Children, Youth and Families 112 state st , suit 400 Albany, NY 12206	45	150,000	Kyocera 5003i	50	\$223.23	\$3,254.05	0.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
4	Children, Youth and Families Albany County Family Court (112 state st suite 400 Albany, NY 12207	45	55,000	Kyocera 5003i	50	\$250.60	3,653.05	0.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
5	Children, Youth and Families Cwsn 112 state st, suit 300(back) Albany, NY 12207	55	295,000	Kyocera 6003i	60	\$272.90	\$3,978.20	0.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x			x	x	x	x				x	
6	Comptroller 112 state st , room 1030 Albany, NY 12207	45	20,000	Kyocera 5003i	50	\$237.27	\$3,458.80	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
7	Correctional Facility Business Office 840 Albany Shaker Road- 2nd Floor Albany, NY 12211	55	68,000	Kyocera 6003i	60	\$272.89	3978.20	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x			x	x	x	x				x	
8	Correctional Facility Record (second Floor) 840 Albany Shaker Road Albany, NY 12211	40	27,000	Kyocera 4003i	40	\$212.33	\$3,095.25	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
9	County Clerk File room County Court house 16 eagle st Albany, NY 12211	45	32,000	Kyocera 5003i	50	\$223.22	3254.05	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
10	County Clerk (public Coin OP) Use Unit County Court house 16 Eagle st room 128 Albany, NY 12211	50	5,000	Kyocera 5003i	50	\$327.50	\$4,774.05	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x			x	x	x	x				x	
11	County Clerk Record room County Courthouse 16 eagle st rom 128 Albany, NY 12211	55	60,000	Kyocera 6003i	60	\$272.90	\$3,978.20	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x			x	x	x	x				x	
12	County executive 112 state st , room 1200 Albany, NY 12207	60	50,000	Kyocera 6003i	60	\$272.90	\$3,978.20	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x			x	x	x	x				x	
13	District Attorney 6 Lodge Street, 4th floor Albany, NY 12207	65	200,000	Kyocera 7353ci color NEEDS 120v	75	\$480.00	\$6,997.15	.0028 B/W .034 Color	SH-10 3 Per Pack \$15.00	\$300.00				x			x				x	x
14	District Attorney 112 State Street, Room 1010 Albany, NY 12207	65	75,000 color 115,000	Kyocera 7353ci NEEDS 120v	75	\$480.00	\$6,997.15	.0028 B/W .034 Color	SH-10 3 Per Pack \$15.00	\$300.00				x			x				x	x
15	Finance Division Collectios/treasury 112 state st room 117 Albany, NY 12207	35	35	Kyocera 4003i	40	\$212.33	\$3,095.25	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
16	Health Department (epidemiology unit) 175 Green st Albany NY, 12207	35	45,000	Kyocera 4003i	40	\$212.33	\$3,095.25	.0028 B/W	SH-10 3 Per Pack \$15.00	\$300.00	x	x	x	x							x	
17	Legislature (clerks Office) 112 State Street, Room 710 Albany, NY 12207	45	45,000	Kyocera 5003i	50	\$320.69	\$4,674.80	.0028 B/W .034 Color	SH-10 3 Per Pack \$15.00	\$300.00		x	x								x	x
18	Mental Health 260 south pearl st 1st floor hallway	60	30,000	Kyocera 6003i	60	\$272.90	\$3,978.20	.0028 B/W	SH-10 3 Per Pack	\$300.00	x			x	x		x				x	

**COUNTY OF ALBANY
SOLICITATION #2020-001**

PHOTOCOPIER LEASE AND MAINTENANCE AGREEMENT

Release Date: **March 10, 2020**

Introduction: **Through Solicitation #2020-001, Albany County seeks to explore options available under various National Cooperative contracts to establish a lease and maintenance agreement for thirty-four (34) photocopiers.**

**A. LEASE/ MAINTENANCE AGREEMENT
SCOPE OF SERVICES**

1. The Contractor shall lease to the County, and provide maintenance for, the photocopiers listed in the attached document entitled “Minimum Machine Specifications”. **This is a True Lease Quote-Title to the Equipment shall not pass to the County of Albany.**
2. The agreement shall be issued for a (48)-month term, with dates July 1, 2020 –June 30, 2024. **(Please note there are some exceptions to start date on two copiers, these are noted on the bid form. All copiers as a part of this solicitation will have the same lease end date)** All submitted pricing, including equipment rental, per copy or print (usage) charges, and staples/supply pricing shall be held firm for the term of the agreement.
3. The Contractor, either directly or through an authorized representative, shall provide all parts and labor necessary to maintain the equipment. At a minimum, maintenance shall include all routine, remedial and preventive maintenance recommended by the equipment manufacturer in order to maintain maximum performance.
4. The Contractor shall provide emergency repair service for equipment in keeping with terms of the lead agency’s contract. Albany County’s expectation is that a repair technician shall be on site in response to any request for repair service placed by County departments within 4 business hours of receipt of such request, and that 95% of repairs required to render a machine functional shall be completed with 24 hours of receipt of such request.
5. The County requires that all parts, supplies, labor and incidental expenses (travel, shipping charges, etc.) required to maintain and repair the equipment in accordance with the terms of this agreement shall be fully covered under the contract.
6. With the exception of paper and staples, all consumable supplies including, but not limited to, toner and drum units shall be included in the lease price at no additional cost to the County.
7. The County expects that all equipment supplied under this agreement shall be new equipment which is currently in production or which has been discontinued from production not more than twelve (12) months from the date of proposal submission.

8. The Contractor shall ensure that all photocopiers are delivered to the location as specified in the solicitation and resulting contract, on or before the lease start date.
9. The County expects that the Contractor shall provide for inside delivery and machine setup at no additional cost, and that user staff training shall be completed for all machines within 14 days of lease start date.

10. Contract Price Structure

- a. It is the County's expectation that the contract shall be structured as a quarterly equipment rental price with copies billed separately as a cost per copy (CPC) for actual copies/prints made during the term of the agreement.
- b. An estimated annual copy volume is provided for each machine for informational and proposal evaluation purposes.
- c. Staples and cost of hard drive will not be used in the total cost to determine the lowest quote received.

11. Invoices:

- a. Invoicing shall be on a quarterly basis, in arrears, to the end user department. The quarterly cycle shall be as follows: Quarter 1: January 1-March 31; Quarter 2: April 1-June 30; Quarter 3: July 1-September 30; Quarter 4: October 1-December 31. If the contract commences at a date which does not coincide with a calendar quarter, the first and final contract billings shall be prorated for period which is less than a full quarter, and which will allow all other invoices to be issued on the standard quarterly billing cycle.
 - b. Copies and prints shall be billed to the end user department on a standard billing cycle, as proposed by the Contractor, but no more frequently than a quarterly billing cycle.
 - c. All invoices shall identify the machine make, model, serial/identification number, and location.
 - d. Invoices not in conformance with the above requirements will be returned to the vendor unpaid. No late charges will be paid.
 - e. Contractor may invoice multiple copiers to the same end user department on an aggregate basis, provided that the quarterly cost for each copier and any per copy charges, are itemized separately per machine. For every cost billed, the correlating location, make, model and serial number of each copier must be clearly indicated on the invoice.
12. The County expects that, at the end of the lease term, the contractor will provide for pickup and removal of the equipment from County premises, at no additional cost to the County. Contractor will be required to pick up machines within 30 days of notification. If vendor fails to move a machine in the requested time then Albany County will dispose of machine at its discretion.

B. PHOTOCOPIER GENERAL MATERIAL SPECIFICATIONS

All equipment proposed under this solicitation shall meet or exceed the specified minimums defined herein.

1. Requirements applicable to ALL Photocopiers are as follow:

- a. All copiers shall be digital.
- b. All copiers shall be Energy Star-compliant.
- c. All copiers shall be equipped with a stand. Tabletop units are not requested, unless specified on the minimum specifications sheet, all copiers shall be freestanding unless specified..
- d. All copiers shall have automatic document feeders (ADFs).
- e. All copiers shall accommodate letter- and legal-size originals, **both via the document feeder and on the document glass.**
- f. All copiers shall have duplex capability.
- g. All document feeders shall have auto duplexing capability- i.e., shall be either reversing automatic or single pass document feeders, to accommodate 2 sided originals of the largest size which the machine can copy. (1 sided to 2 sided, and 2 sided to 1 sided)
- h. All copiers shall have reduce/enlarge/zoom capability.
- i. All copiers shall be network-ready. (See additional requirements for network-ready machines in Section C of this document.)
- j. All copiers shall be equipped with document finishers with the ability to: collate, group/sorted and offset stack documents.
- k. All copiers shall be equipped with a minimum of two stock paper trays with a combined capacity of at least 1,000 sheets. Standard Configuration is (1) letter size tray (1) adjustable tray to accommodate all sizes the machine can copy (Note: referenced stock paper trays do not include auxiliary (bypass feed) tray or duplex tray.)
- l. At least one of the stock paper trays must be adjustable to accommodate paper sizes 8 1/2" x 11" and 8 1/2" x 14" paper. For copiers specified to accommodate 11" x 17" originals, the adjustable tray shall also accommodate 11" x 17" paper.
- m. All copiers shall be supplied with a power surge protector.

2. Speed-specific requirements are as follow:

- a. All machines with a speed of **35 Copies/ Minute (CPM) and higher**, shall be equipped with the following standard features:
 - (1) accommodate ledger size (11" x 17") originals and copies, **both via the ADF and on the document glass;**
 - (2) automatic document staplers;
 - (3) minimum memory of 1 GB RAM;
 - (4) capability for secure printing, which will store print jobs at the device until an authorized user swipes an ID card or enters a password or PIN at the control panel to release the job.
- b. In addition to requirements of (a) above, all machines with a speed of **55 CPM and higher** shall meet or exceed the following:

- (1) large capacity (2,000 sheet) letter size (or adjustable) input paper tray + 1 adjustable input paper tray;
 - (2) 1,000 sheet offset tray;
 - (3) minimum 50-sheet capacity ADF/
3. In addition to all standard requirements and speed-specific requirements detailed above, the “**Minimum Machine Specifications**” table which is incorporated in this solicitation further defines any special requirements for individual machines.
4. **Data Security**
- a. All data stored on the machine shall be encrypted and hard drives equipped to automatically overwrite images with technology meeting Department of Defense (DoD) standard 5220.22M.
 - b. Proposed machines which are equipped with hard drives shall be identified in the proposal. A cost for hard drive surrender at lease end shall be included with the proposal, which County departments may opt to purchase at their own discretion, on a case by case basis.

C. REQUIREMENTS FOR NETWORK READY MACHINES

All equipment supplied under this agreement shall be network- ready.

1. Technical Requirements for Network Ready Devices

- a. All equipment must be network ready with connectivity for at least 10/100 Ethernet.
- b. All Devices must support Postscript, PCL5 or PCL6 protocols. All machines must be capable of running TCP/IP protocol to connect to our existing Cisco switched IP network and support DHCP. All drivers must support duplex printing and support virtualized applications including Citrix and VMWARE.
- c. The successful bidder must supply appropriate drivers (both 32 and 64 bit where available) for Windows Vista and Windows 7 and Windows 8 and Windows 10. As well as support for Windows Server 2008, 2012 and 2016 and Microsoft Active Directory.
- d. Device must obtain all network-related information, including DNS server IP addresses and default gateway from the DHCP server that serves the subnet it's on.
- e. The user must have access to all device capabilities without having to be on the same IP net.
- f. **Document retention and security requirements**
Solution must have the capabilities to digitally shred any stored images after deletion such as from copies, faxes, prints, etc.

g. **Scanning Features**

All scanning equipment must be able to scan to user's home directory and/or directly to their E-mail account. Equipment must support integration with Microsoft's Active Directory for user credentials and authentication

- h. Equipment must support Microsoft Servers 2003, 2008,2012 and 2016. System shall allow for security mechanism to prevent guest from scanning to personal E-mail and or home folders. System shall allow for scanning to common FTP repository or Microsoft network directory folders.
- i. The connected scanning and printing functionality of the copier must be available from a single network drop. This will allow scanning to the network and printing to the copier with one single drop.

2. **Installation Process for Networked Devices**

- a. The Contractor must be prepared to work with County Information Services staff on each networked installation to insure that all networked services are installed and functioning properly.
- b. The County will supply network drops and patch cables.
- c. Printer Drivers shall be installed by county staff. Contractor must document the printer driver installation process for County IT staff and the County will complete the installation process. Networking of devices may take place at the time of, or at a mutually agreed upon time after, the initial copier delivery and installation, based upon the County's need to coordinate provision of network drops, cables and IT staff coverage.
- d. The Contractor shall furnish technicians with experience and knowledge to configure and troubleshoot network printers to perform all network installations. **It is the County's expectation that Contractor's services regarding network installation shall be provided at no additional cost to the County.**

D. AWARD OF CONTRACT

The County intends to award a single contract for all machines listed in this solicitation. However, the County does reserve its rights to:

- a. delete machines from the list of requirements once cost proposals have been received, if it is deemed in the best interest of the County to do so, due to budgetary or other constraints;
- b. substitute a proposed unit from one line item and to contract for it in lieu of another, if deemed in the County's best interest, and with the agreement of the proposer; and
- c. contract for additional units at the prices offered in the proposal, under the same terms, and with the agreement of the proposer.

E. STANDARD ALBANY COUNTY PROVISIONS

The provisions in the attached document entitled “Standard Clauses for Albany County Agreements” will be required to become part of any contract executed with the County of Albany.

F. PROPOSAL RESPONSE REQUIREMENTS

The proposer’s response to this solicitation shall include or address the following:

1. Identify the National Cooperative Contract/State Contract being utilized for purposes of this solicitation.
2. Address the Scope of Services, indicating your agreement to comply with provisions as stated, or identifying any exceptions taken.
3. Indicate your acceptance of the provisions of the attached “Standard Clauses for Albany County Agreements”.
4. Indicate whether models proposed may be viewed locally by County representatives who wish to examine the model(s) offered before contracting for lease.
5. At a minimum, address the following:
 - a. How is service provided (direct or through dealer/ rep)? Proposers are to list one main contact for the implementation, billing, and removal of expired machines.
 - b. What is the standard response time for repair/ maintenance service requests? Is the response time frame guaranteed?
 - c. Include a copy of your standard contract document as established through your referenced national cooperative contract/NYS Contract. At the time of proposal submission vendors are to disclose the lease agreement terms for payment of the leased equipment and the payment of the price per copies (maintenance/service). If any other entity provides services or receives payment for either maintenance or services related to this Agreement, disclose that entity, its role pursuant to this Agreement, its Federal Tax ID Number, and address for billing and collection services.
 - d. Identify how security of data stored on the machine is ensured.
 - e. Identify any models proposed which have hard drives.
 - f. Identify any machines proposed which require electrical service greater than standard 110V. ****Please note if the proposed equipment needs special electrical service it will be at the contractors expense to update and configure the service at the time of installation****
 - g. Identify how meter reads are taken per machine.

6. **Submit your response to the Albany County Purchasing Agent by close of business (4:30 p.m.) on March 18, 2020.** Please ensure that your submission includes the completed Cost Proposal Form and the itemized price pages, a response to this solicitation, and any backup documentation materials.

Please direct your response to:

**Karen A. Storm
Albany County Purchasing Division
112 State Street, Room 1000
Albany, NY 12207**

Responses may be submitted by email to:

karen.storm@albanycountyny.gov
pamela.oneill@albanycountyny.gov

STANDARD CLAUSES FOR ALBANY COUNTY AGREEMENTS

ARTICLE 1: AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of Albany County (hereinafter called the “County”) or in the possession of the “Contractor” shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 2: COOPERATION

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

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: RELATIONSHIP

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

ARTICLE 5: INDEMNIFICATION

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

ARTICLE 6: COMPLIANCE WITH MacBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that the Contractor either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of its compliance

with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. 3 in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the Contractor in default and/or seeking debarment or suspension of the Contractor.

ARTICLE 7: NON-INTERRUPTION OF WORK

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

ARTICLE 8: IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that it is in compliance with New York General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that the Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 9: MISCELLANEOUS PROVISIONS

- 9.1 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.
- 9.2 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.
- 9.3 If any term, part, provision, section, subdivision or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.
- 9.4 The County shall bear no responsibility other than that set forth in this Agreement.

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

Minimum Detailed Specifications.

RFB#2020-001

1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000	
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000	
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000	
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000	faxing capability send and receive
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000	
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000	(1) 8 1/2 x 11 or adjustable paper tray (1)8 1/2 x 14 or Adjustable paper tray (1) 11 x 17 Or adjustable paper tray (1) Large Capacity 8 1/2 x 11 paper tray (minimum 1,500 sheets ***Hard Drive***
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000	(1) 8 1/2 x 11 or Adjustable paper tray (1) adjustable paper tray (1) 8 1/2 x11 paper tray 1500 sheet minimum, one or more additional trays copy of large heavy books

Minimum Detailed Specifications.

RFB#2020-001

8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000	min of 25 sheet capacity automatic document feeder. Copy of Large Heavy Books
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000	Copy of large heavy books
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000	Coin operation-not networked, copy of large heavy books, coin operation must accept quarters
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000	Copy of large heavy books
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000	
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000	Min ADF Capacity 100 sheets, Minimum Stapler Capacity 50 sheets, 8 1/2 x 11 or Adjustable paper Tray, Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays, Color copier, scanner, printer, copy of large heavy books
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color	Color copier, scanner, printer, Min ADF Capacity 100 sheets, minimum stapler capacity 50 sheets, 8 1/2 x 11 or adjustable paper tray, additional 8 1/2 x11 Capacity 2000 sheets, one or more additional trays, copy of large heavy books

Minimum Detailed Specifications.

RFB#2020-001

15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35	35,000	
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000	
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000	Faster double sided copying, Color copier, scanner, and printer
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000	
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000	Size of new machines needs to be similar in size of current machine (WxDxH, 668 x 767 x 747Mm)
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000	Not Networked need Fax Module 8 1/2 x 11 or adjustable paper tray (1) 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1), Additional 8 1/2 x 11 Capacity 2000 sheets, one or more additional trays- Faxing capability send/receive
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000	8 1/2 x 11 or adjustable paper tray (1), 8 1/2 x 14 or adjustable paper tray (1) 11 x 17 or adjustable paper tray (1) additional 8 1/2 x 11 capacity 2000 sheets, one or more additional Trays Faxing capability send/receive

Minimum Detailed Specifications.

RFB#2020-001

22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000	Color Scanning-Minimum 50 sheet capacity document stapler
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000	8 1/2 x 11 or adjustable paper tray (1), adjustable paper tray (1), one additional 8 1/2 x 11 paper tray capacity 2000 sheets, one or more trays
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NYY 12207	45	45,000	8 1/2 x 11 or adjustable paper tray (1) adjustable paper tray (1) Additional 8 1/2 x 11 1500 sheet capacity (2)
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000	
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000	Faxing and copy of large heavy books
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204 (OPTIONAL)	35	BW 50,000 color is unknown	Faxing, color copy, printer, and scanner, and copying of large heavy books
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000	Print/Scan/Copy/Fax Freestanding Unit and the ability to be networked
28	Sheriff's Office E- 911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	BW 40,000 Color is unknown	Faxing, color copy, printer, and scanner
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000	Copier must be free standing and the ability to be networked for scan to email

Minimum Detailed Specifications.

RFB#2020-001

30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000	copy of large heavy books
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000	Copy of large heavy books
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000	copy of large heavy books
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202	40	15,000	Table top unit is requested due to size constraint (Lease Start Date 11/1/2020
34	Sheriff's Office Administration Court House Albany NY 12207	45		Color Copier Printer and Scanner, stapler , Fax-send receive, 220 sheet single pass document feeder, 2-550 sheet paper tray, 100 sheet bypass tray, Adobe Postscript 3, storage cabinet, envelope feeding via standard 2nd paper drawer and bypass tray, internal 500 sheet finisher. (Lease Start Date 11/1/2020)

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT**
Solicitation Number: **2020-001**

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:
 - (a) Proposer has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

- (b) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
3. Proposer will complete the Work for the following prices(s): (Attach Proposal)
4. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

5. Communication concerning this Proposal shall be addressed to:

Phone: _____

6. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **PHOTOCOPIER LEASE AND
MAINTENANCE AGREEMENT**
Solicitation Number: **2020-001**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

SIGNATURE AND TITLE _____

DATE _____

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
1	Alternate Public Defender Family Court - 30 Clinton Ave Albany Ny 12207	35	25,000							
2	Children, Youth and Families 112 State Street Suite 400 Albany NY 12207	35	86,000							
3	Children, Youth and Families 112 State Street Suite 400 (Middle, Albany NY 12207	45	150,000							
4	Children, Youth and Families Albany County Family Court, 30 Clinton Ave, 1st Floor Albany NY 12207	45	55,000							
5	Children, Youth and Families Children With Special Needs (CWSN) 112 State Street, Suite 300 (Back) Albany NY 12207	55	295,000							
6	Comptroller 112 State Street, Room 1030, Albany NY 12207	45	20,000							
7	Correctional Facility Business Office 840 Albany Shaker Road Albany NY 12180	55	68,000							
8	Correctional Facility (Records) 2nd floor Office 840 Albany Shaker Road Albany NY 12180	40	27,000							
9	County Clerk File Room, County Court House 16 Eagle Street, Room #92 Albany NY 12211	45	32,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
10	County Clerk Public Use Unit County Courthouse 16 Eagle Street Room 128 Albany NY 12211	45	5,000							
11	County Clerk Record Room, County Courthouse 16 Eagle Street Room 128 Albany Ny 12211	55	60,000							
12	County Executive 112 State Street, Room 1200, Albany NY 12207	60	50,000							
13	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	200,000 BW Color is unknown							
14	District Attorney 6 Lodge Street 4th Floor, Albany NY 12207	65	75,000 BW 115,000 color							
15	Finance Division Collections/Treasury 112 State Street Room 117, Albany NY 12207	35								
16	Health Department Epidemiology Unit, 175 Green Street, Albany NY 12202	35	45,000							
17	Legislature - Clerk's Office 112 State Street Room 710, Albany NY 12207	45	45,000 BW , Color is unknown							
18	Mental Health 260 South Pearl Street 1st Floor Hallway Albany NY 12020	60	30,000							
19	Mental Health Mobile Crisis Unit, Capital District Psychiatric Center Office, 75 New Scotland Avenue Albany NY 12208	35	30,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
20	Nursing Home Mail Room, 780 Albany Shaker Road, Albany NY 12211	60	285,000							
21	Nursing Home Business Office 1st Floor, 780 Albany Shaker Road, Albany NY 12211	45	95,000							
22	Probation Department 60 South Pearl Street, 4th Floor, Albany NY 12207	35	25,000							
23	Probation Department 60 South Pearl Street 2nd Floor Albany NY 12207	55	40,000							
24	Probation Department 60 South Pearl Street 3rd Floor, Albany NYY 12207	45	45,000							
25	Purchasing Division 112 State Street, Room 1000, Albany NY 12207	35	30,000							
26	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000							
26a	Sewer District (North Plant) 1 Canal South Road, 2nd Floor (No Elevator) Albany NY 12204	35	50,000BW , Color is unknown							
27	Sewer District (South Plant) 209 Church Street, Albany NY 12202	25	10,000							
28	Sheriff's Office E-911 Communications Center, 449 New Salem Road, Voorheesville NY 12186	45	40,000BW, Color is unknown							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Equipment Lease Price/Quarter	Total Equipment Lease Price 16 Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
29	Sheriff's Office Albany County Family Court, 30 Clinton Ave, 1st Floor, Albany NY 12207	25	5,000 BW							
30	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	45	25,000							
31	Social Services 162 Washington Ave 2nd Floor, Albany NY 12210	55	50,000							
32	Social Services 162 Washington Ave 5th Floor Albany NY 12202	40	20,000							

Item No.	Department	Min. Speed (CPM)	Total Est. Annual Volume	Machine make and model	Actual copies/minute (CPM)	Price for two months 11/1 - 12/31	Equipment Lease Price/Quarter	Total Equipment Lease Price 14Quarters	Usage (Per Copy/Print Charge)	Staple Cartridge (Item# and Package Count)	Cost for Hard Drive Surrender
33	Mental Health 260 South Pearl Street, Front Office, Albany NY 12202 (Lease Start Date of 11/1/2020)	40	15,000								
34	Sheriff's Office Administration Court House Albany NY 12207 (Lease Start Date of 11/1/2020)	45	BW 20,000 Color: 20,000								
Lease will end date on June 30, 2024 for items 32-33											

RESOLUTION NO. 158

AUTHORIZING AN AGREEMENT WITH NATIONAL BUSINESS TECHNOLOGIES REGARDING LEASE AND MAINTENANCE SERVICES FOR COUNTY COPIERS IN VARIOUS LOCATIONS

Introduced: 5/11/20

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with National Business Technologies regarding lease and maintenance services of thirty-four copiers located in various County facilities in the amount of \$200,000 for a term commencing July 1, 2020 and ending June 30, 2024, and

WHEREAS, The Department of General Services, through the County Purchasing Agent, utilizing Kyocera's National Cooperative Purchasing Network has recommended National Business Technologies regarding the aforementioned services for various county departments, and

WHEREAS, The Commissioner has indicated that the thirty-four copiers are located in various locations throughout the County including but not limited to the Sheriff Office, Department for Children, Youth and Families, Department of Social Services, Department of Probation and the Water Purification District and that all devices will be networked for use as copiers, printers, and document scanners, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with National Business Technologies, Albany, NY 12206 regarding lease and maintenance services of thirty-four copiers located in various County facilities in an amount not to exceed \$200,000 for the term commencing July 1, 2020 and ending June 30, 2024, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
DEPUTY COMMISSIONER

LISA A. FREEDMAN
DEPUTY COMMISSIONER

March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local social service districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew an agreement with St. Peter's Addiction Recovery Center to provide shelter services to individuals with mental illness, chronic alcoholism, or other behavioral problems who are unable to secure shelter in other facilities.

This is an 11 bed emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1549, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services - St. Peter’s Addiction Recovery Center (SPARC)

Date: 2/24/2020
Submitted By: Joseph J. DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

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):

St. Peter’s Addiction Recovery Center, Inc.
3 Mercy Lane
Guilderland, New York 12084

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$244,000

Scope of Services: 11 bed Emergency and transitional shelter for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

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: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6140 03640, AA6142 03642
Revenue Amount: \$56,608, \$24,400

Appropriation Account and Line: AA6140 44046, AA6142 44046
Appropriation Amount: \$195,200, \$48,800

Source of Funding - (Percentages)

Federal: 0
State: 33%
County: 67%
Local: 0

Term

Term: (Start and end date) 7/1/2020 - 6/30/2021
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 140
Date of Adoption: 4/8/2019

Justification: (state briefly why legislative action is requested)

Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals. Therefore, authorization is requested to renew a contract with St. Peter's Addiction Recovery Center (SPARC) to provide shelter services to individuals with mental illness, chronic alcoholism, or other behavioral problems who are unable to secure shelter in other facilities.

In addition to room and board, SPARC provides assistance to its residents by addressing the problems underlying their homelessness and provides case management services which assist clients in securing permanent housing or residential placement. SPARC provides an 11-bed emergency shelter that serves homeless adults (9 males, 2 females).

The SPARC contract renewal represents a cooperative initiative by Albany County and the City of Albany whereby Albany County, through the Department of Social Services, provides reimbursement for shelter services through temporary assistance programs while the City of Albany provides the facility site.

During the 2019 calendar year 246 clients were served at SPARC

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND**

ST. PETER'S ADDICTION RECOVERY CENTER, INC.

PURSUANT TO RESOLUTION NO. 140, ADOPTED 4/8/2019

This is an Agreement made by and between the County of Albany (hereinafter referred to as the "County"), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and St. Peter's Addiction Recovery Center, Inc. (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 3 Mercy Care Lane, Guilderland, New York 12084.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary services to meet the needs of the County and to meet the needs of the aforementioned individuals residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency shelter services at the SPARC Morton Avenue Shelter, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to obtain the community services necessary to become self-sufficient and assistance in carrying out this plan, as detailed under Exhibit 1.

The Provider will perform the agreed emergency/transitional shelter services only at the following location: 56 Morton Avenue, Albany, New York.

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior written approval has been secured and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these Exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **TWO HUNDRED FORTY-FOUR THOUSAND AND 00/100 DOLLARS (\$244,000.00)** as full compensation for all Services described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided when such claims are submitted to the Department in accordance with specifications included under Exhibit 2.

ARTICLE XI. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVI. NON-APPROPRIATIONS

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

ARTICLE XVII. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2019 and shall continue through June 30, 2020. It is agreed by the Provider that performance without this agreement will not be paid for by the Department.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

recovering damages, declaring the Provider in default and/or seeking debarment or suspension of the Provider.

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

Contractor hereby represents that Contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: _____

BY: _____

Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

ST. PETER'S HOSPITAL FOUNDATION

DATE: _____

BY: _____

Name

Title

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.

2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident and arising out of the ownership, maintenance or use of any automobiles and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.

3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:

Combined Single Limit:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____ By: _____

Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization

Authorized Signature

Title

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Single Adult Emergency Shelters Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. **Service Definition-** Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. **Eligible Persons-** An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. **Service Provision-** Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which assures the protection of resident's rights and promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.

11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.
12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision. In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.
5. With regard to individuals who present as intoxicated, either at the time of referral for admission or at any other point in their stay, the Provider agrees to develop and follow a specific protocol for assessment of the appropriateness of admission/retention and linkage to alcohol treatment and/or medical providers. Every effort will be made by the Provider to develop and implement this protocol in cooperation with other appropriate agencies, including but not limited to Albany County Mental health Department, local hospitals and other such entities. The Provider further agrees to diligently implement this protocol to the fullest extent possible and to communicate and cooperate

with all involved parties in seeking resolution to any implementation problems that may arise, whether they are case-specific or systemic in nature.

The Department reserves the right to review and approve the protocol which is developed, related to its use as a vehicle for safeguarding the health and safety of Morton Avenue Shelter residents, as required under the terms of this Agreement.

6. With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.
7. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.
8. The Provider shall not admit or retain a number of persons in excess of 11.

C. Resident Services.

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and /or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards

- a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
- c. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being and which support daily activities.
- d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- e. The Provider shall insure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.

2. Food Service

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
- b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.

- c. The Provider shall insure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.
- d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.
- e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.

3. Supervision Services

- a. Supervision services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - guidance to encourage residents to dress appropriately for weather and activities.
- b. All staff shall be trained in the means of rapidly evacuating the building.
- c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
 - make arrangements for transfer of such resident to an appropriate medical facility; and
 - notify the resident's representative, or next of kin, if known.
- d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
 - arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative, or next of kin, if known; and
 - make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
- e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative; and
 - notify the appropriate local authorities.
- f. The Provider shall maintain a record of all resident injuries or death.
- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
- h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.

- i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
- j. Staff shall be immediately accessible at all times while on duty.
- k. Provision shall be made for backup staff.
- l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

4. Resident's Shelter Budget

- a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
- b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
- c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.

5. Information and Referral Services

- a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
- b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
- c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
 - cooperate with service providers in executing a plan for service for individual residents.
- d. The Provider shall designate sufficient staff to perform information and referral services, as well as such housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones, as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents' rights and obligations while residing in the facility.
2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:

- a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.
- b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.
- c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated and an appropriate referral made, if practical and necessary.
- d. If the resident to be discharged is a minor child, or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support for the minor child and family.
- e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
- f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

- a. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
- b. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24-hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24-hour basis, in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

- a. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Article VI of this Agreement.
- b. The Provider agrees to provide the Department with a copy of its by-laws.
- c. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement- the Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of, the governing waiver from NYSDSS.

At minimum, the following specific guidelines will apply, although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
- b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
- c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.
- d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
 - No more than one period of stay (i.e. consecutive days) per month.

- A single period of stay may consist of no more than 5 consecutive days.
 - No more than three (3) stays in a six month period or during more than three consecutive months.
5. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.
 6. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
 7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider for the contracted amount, as detailed below.
 - a. At monthly intervals, reimbursement under the "Room and Board" component will be authorized to the Provider, in equal payment amounts, upon the Provider's submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and PA-eligibility status and accompanied by copies of all related "shelter authorization letters" issued by the Department. Payments will be reconciled based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided.
 - b. Payment under the "Enhanced Performance" component will be issued at monthly intervals upon submittal by the Provider of a report of actual case-specific, milestone achievement. The performance target and milestones to be utilized for the contract period are specified in the Shelter Performance Milestone Reporting form provided by the County. Payment will be issued in equivalent monthly amounts based upon the Provider achieving the targeted milestone levels detailed in the milestone reporting form Milestone reports are due to Albany County no later than the 15th of the following month. All shelter individuals' achievement will be counted for these purposes, regardless of PA-eligibility status
2. All performance under this contract will be considered to be cumulative. In the event that the Provider fails to meet agreed upon standards during a given period, yet exceeds projections during other periods, reimbursement will be restored in accordance with cumulative totals achieved to date.
3. The Department will maintain the sole discretion to renegotiate performance criteria; in the event that the Provider should request such and present compelling evidence that their failure to meet standards was due to circumstances beyond their control. It is understood that any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts.
4. Case managers will assist individuals in accessing affordable housing, housing subsidies and negotiation of leases. Skill training goals will incorporate identification of sources to assist in locating housing with "Housing First approach".

PERFORMANCE CRITERIA SUMMARY

Dates of Operation: 7/01/19– 6/30/20, 365 operating days

Maximum Shelter Capacity: 11 beds (9 male, 2 female)

Maximum Total Contract Amount: \$244,000.00

Room and Board Component Maximum: \$180,000

Minimum Average Per Night PA-eligible Beds: 11

Total Annual PA-Eligible Bed Days: 4,015

Enhanced Performance Component Maximum: \$64,000

Shelter: SPARC
Enhanced Performance-Based Component: \$64,000
Maximum Shelter Capacity: 11
Minimum PA-Eligible Bed Days: 4,015
Average per Night PA-Eligible Beds: 11

****REPORTS ARE DUE NO LATER THAN THE 15TH OF THE FOLLOWING MONTH**
Completed Reports should be sent electronically to
David.Bradley@albanycountyny.gov
Lindsay.Peters@albanycountyny.gov
Valerie.Sacks@albanycountyny.gov

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of <u>unduplicated</u> individuals who were <u>newly</u> admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of <u>unduplicated</u> families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												
<15 days												

16-30 days												
31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

**Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)*

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												

Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):												

# of Shelter Clients who met with a Case Manager, with or without an ILP in place.												
--	--	--	--	--	--	--	--	--	--	--	--	--

Mental Health Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Substance Abuse Treatment

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Adult Protective Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Rep Payee Services

Linked												
Engaged												
Already Engaged												

Continues to be Engaged												
Re-Engaged												
Not Applicable												

Primary Care Physician Assistance

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Health Care Services
(other than PCP services e.g. dental, chronic disease mgmt., etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
------------------------------	-----	-----	-----	-----	-----	-----	-----	-----	------	-----	-----	-----

Health Insurance (other than Medicaid)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Legal Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Domestic Violence Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
------------------------------	-----	-----	-----	-----	-----	-----	-----	-----	------	-----	-----	-----

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												

Re-Engaged													
Not Applicable													
Financial Assistance (applying for SSI, SSD, unemployment, spousal support, etc.)													
Linked													
Newly Engaged													
Already Engaged													
Continues to be Engaged													
Re-Engaged													
Not Applicable													
Housing Related Services (completing housing apps, conducting apt. searches, etc.)													
Linked													
Newly Engaged													
Already Engaged													
Continues to be Engaged													
Re-Engaged													
Not Applicable													
Parenting Support (e.g. Healthy Families, Life Skills classes, Parenting Classes, etc.)													
Linked													
Newly Engaged													
Already Engaged													
Continues to be Engaged													
Re-Engaged													
Not Applicable													
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	

Children Support (e.g. after school program, summer camps, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Other (explain):

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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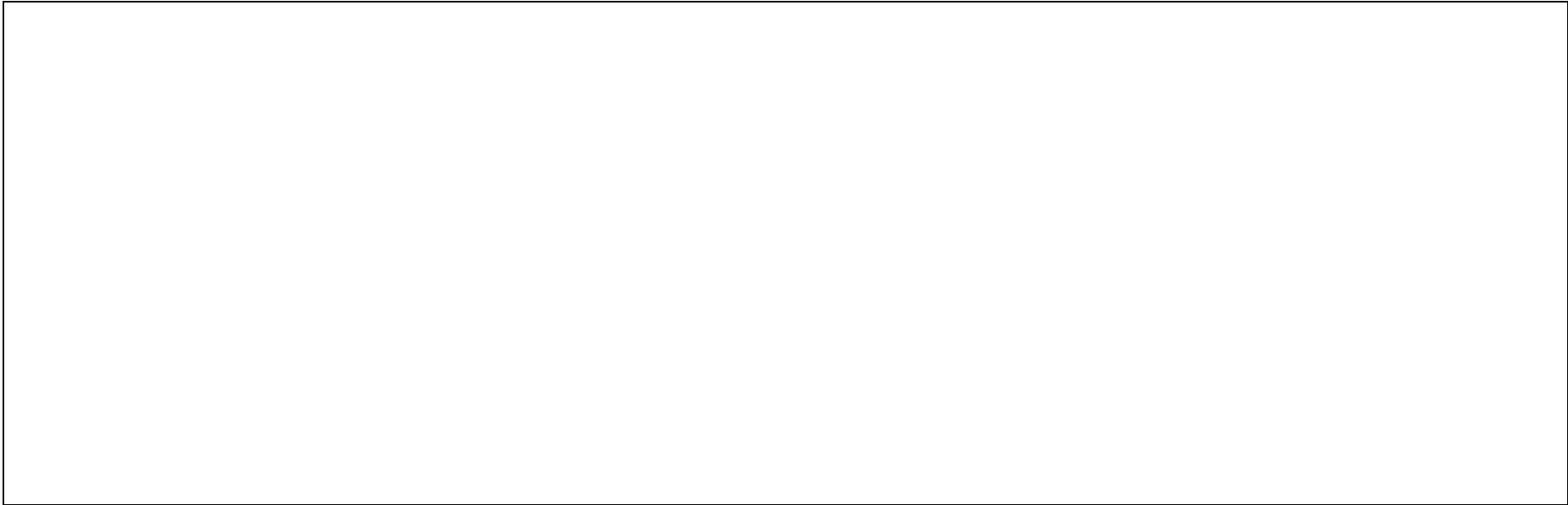
80% of individuals, while in shelter, will obtain or increase income. (unduplicated numbers)

Number of clients who report <u>no income</u> or benefits <u>at admission</u> .												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												
Number of clients who obtained Public Assistance while in shelter.												

Number of clients who increased their income while in shelter.													
Milestone #4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Actual # of Shelter Clients with earned income paying towards shelter costs													
Number of clients who contribute towards their shelter costs.													
Number of clients shelter attempted to collect payment; client refused, DSS was notified.													
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>													
Actual # of Shelter Clients with unearned income paying towards shelter costs													
Number of clients who contribute towards their shelter costs.													
Number of clients shelter attempted to collect payment; client refused, DSS was notified.													
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>													
Milestone #5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):													

Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												
Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												
Milestone #6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Met HMIS reporting requirements												

Comments/Notes



APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean St. Peter’s Addiction Recovery Center, Inc.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business

Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2019 - June 30, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

- (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

- 1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
- 2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
- 4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

RESOLUTION NO. 159

AUTHORIZING AN AGREEMENT WITH ST. PETER'S ADDICTION RECOVERY CENTER, INC. REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to renew an agreement with St. Peter's Addiction Recovery Center, Inc. (SPARC) regarding emergency and transitional shelter programs for eligible homeless individuals with mental illness, chronic alcoholism or other behavioral problems in an amount not to exceed \$244,000 for a term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, Pursuant to New York State Social Services Law, local social services districts are required to provide emergency and transitional shelter to public assistance eligible homeless persons, and

WHEREAS, SPARC will provide emergency and transitional shelter services to meet the needs for homeless individuals who are not otherwise suited for alternative shelters, including providing room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement for individuals who are suffering from mental illnesses, chronic alcoholism, or other behavioral problems, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with St. Peter's Addiction Recovery Center, Inc., Guilderland, NY 12084 for emergency and transitional shelter services for eligible homeless individuals with mental illness, chronic alcoholism or other behavioral problems in an amount not to exceed \$244,000 for a term commencing July 1, 2020 and ending June 30, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
DEPUTY COMMISSIONER

LISA A. FREEDMAN
DEPUTY COMMISSIONER

March 3, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Therefore, authorization is requested to renew an agreement with St. Catherine's Center for Children to operate the Marillac Residence.

The Marillac Residence is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA.

Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1555, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (St. Catherines)

Date: 2/25/2020
Submitted By: Joseph J. DeAngelis
Department: Social Services
Title: Contract Administrator
Phone: 518-447-7583
Department Rep.
Attending Meeting: Michele G. McClave

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):

St. Catherine's Center for Children-Marillac Residence
40 North Main Avenue, Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,200,000.00
Scope of Services: Operation of a 24-unit, State Certified Tier II Family Shelter, for the provision of emergency housing and related services to temporary assistance-eligible homeless families with children.

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: 18 NYCRR 352.8

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

County Budget Accounts:

File #: TMP-1555, Version: 1

Revenue Account and Line: AA6109 04609
Revenue Amount: \$1,200,000.00

Appropriation Account and Line: AA6109 44046
Appropriation Amount: \$1,200,000.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 7/1/2020-6/30/2021
Length of Contract: 12 Months

Impact on Pending Litigation

Yes No

If yes, explain: [Click or tap here to enter text.](#)

Previous requests for Identical or Similar Action:

Resolution/Law Number: 138
Date of Adoption: 4/8/2019

Justification:

Local social service districts are required to provide emergency shelter to Temporary Assistance-eligible homeless families. Therefore, authorization is requested to renew an agreement with St. Catherine's Center for Children to operate the Marillac Residence.

The Marillac Residence is a State-certified Tier II Family Shelter and, as such, is subject to State regulations governing shelter and service provision including the establishment of per diem rates for facility operation by NYS OTDA. Authority is requested to pay the State-established per diem, as reflected herein, or as subsequently promulgated by NYS.

The current State-established per diem rate is \$150.76 per family.

Operational costs incorporated within the rate include all staffing and costs of providing shelter and services, including the following required services as per NYS regulations: case management services for employment and educational opportunities to ensure self-sufficiency, re-housing assistance, legal services, health assessments, medical referrals and childcare services.

Marillac provides families with recreational events, around the clock supervision and security throughout the facility. The per diem rate also incorporates anticipated routine costs related to ensuring, maintaining and repairing the building and grounds located at 195 Washington Avenue Extension.

During calendar year 2019, 106 families were served.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
ST. CATHERINE'S CENTER FOR CHILDREN**

PURSUANT TO RESOLUTION NO. 138, ADOPTED 4/8/2019

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the "County"), acting by and through the Albany County Department of Social Services (hereinafter referred to as the "Department"), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and St. Catherine's Center for Children (hereinafter referred to as the "Provider"), a non-profit organization having its principal office at 40 North Main Avenue, Albany, New York 12203.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to Social Services Law and Title 18 NYCRR 352.8, and

WHEREAS, Social Services Law and Title 18 NYCRR 352.8, require local districts to provide emergency assistance to eligible homeless persons, and authorizes payment to emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, Albany County is desirous of contracting with the Provider for the operation and management of a Tier II Family Shelter, pursuant to the provisions of 18 NYCRR 900 et seq., on the premises located at 195 Washington Avenue Extension, Albany, New York, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider's offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless families residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services for families at the Marillac Residence, as herein set forth and as more particularly described in Exhibit 1 of this Agreement attached hereto and made a part hereof.

ARTICLE II. SCOPE OF SERVICES

The Provider will operate, manage and evaluate a Tier II Family Shelter program, pursuant to 18 NYCRR 900 and the facility Operational Plan, as submitted by the Department and approved by NYS Office of Temporary and Disability Assistance (NYSOTDA), or as subsequently amended, and as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: 195 Washington Avenue Extension, Albany, New York 12205.

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior, written approval has been secured and attached as an amendment to this Agreement.

The Provider agrees to assume full responsibility for the maintenance, repair and security of all facility buildings and grounds, except as otherwise provided herein.

All capital improvements and/or capital repairs will be implemented under the direction and control of the County, with the assistance and cooperation of the Provider. A. "capital improvement or capital repair" means an improvement or repair that adds to the value of the facility or extends the useful life of the facility. The parties acknowledge that as owner of the facility the County is required to comply with state and local competitive bidding requirements, as well as the prevailing wage rate provisions of Labor Law section 220 that apply to "public works" projects. To illustrate, the replacement of the facility roof constitutes a "public works" project that triggers competitive bidding and prevailing wage rate requirements. The County remains responsible for the cost of all capital improvements and capital repairs. The parties agree that funds maintained in either a replacement fund, rent fund or capital fund will be available for and may be utilized by the County for capital improvements or repairs.

In the event of an emergency involving the failure of an essential building system (ex. HVAC, sewer pump, fire sprinkler system), the direct replacement of such system shall be coordinated between the County Department of General Services and the Provider's maintenance staff. The replacement of such items constitutes a capital improvement such that the prevailing wage rate would apply.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached thereto and made a part hereof.

The Provider specifically agrees to perform or assist homeless families to obtain services and achieve housing permanency as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these schedules and exhibits must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete services in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept a sum not to exceed **ONE HUNDRED FORTY FIVE DOLLARS AND 18/100 (\$145.18)** per day, per public assistance-eligible family, as full compensation for the Service described under this Agreement. Said amount represents the operating component of the facility per diem rate approved by NYSOTDA.

The above-specified per diem rate has been established by New York State. Any change in the rate, as established by New York State, will immediately, upon its effective date, take precedence over the rate specified in the above paragraph.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2 attached hereto and made a part hereof.

The Provider agrees that the Department may at any time during the term of this Agreement, elect to reduce the per diem rate paid to the Provider in an amount not to exceed an annual total of \$9,931, representing the State approved budgeted amount for replacement reserve costs. The amount of this reduction will be determined based upon an amount of funds to be retained by the Department for a capital reserve, minus an amount to be retained by St. Catherine's for equipment and furnishing replacement reserve.

ARTICLE XI. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. NON-APPROPRIATIONS

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

ARTICLE XVI. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVII. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2019 and will continue in effect through June 30, 2020. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. LICENSES

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

ARTICLE XXVIII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

(The Rest of This Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: _____

BY: _____

Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

**ST. CATHERINE'S CENTER FOR
CHILDREN - MARILLAC RESIDENCE**

DATE: _____

BY: _____

Name

Title

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____ By: _____

Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The grantee's policy of maintaining a drug-free workplace
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- D. Notifying the employee in the statement required by paragraph (a); that, as a condition of employment under the grant, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- E. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date

SCHEDULE D

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization

Authorized Signature

_____ Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Service Provision Responsibilities

The Provider will provide emergency shelter services to eligible homeless families under this Agreement, as follows.

- I. Service Definition - Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for homeless families determined to be in need of temporary accommodations, supervision and services. Emergency/transitional shelter services for these purposes will be provided through an approved Tier II Family Shelter, in accordance with Part 900 of NYS regulations.
- II. Eligible Families - An eligible family shall be defined as a family composed of two or more persons, including at least one minor child, or a pregnant woman who has no other children living with her, who are not domiciled or residing in a temporary shelter, and:
 - Constitute a household in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, and any other persons related to a member of such household who are eligible for Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income; or
 - Although not currently in receipt of benefits under the Family Assistance, Safety Net, Emergency Assistance for Families, Emergency Assistance for Adults, or Supplemental Security Income programs, applies for such benefits and are found eligible for participation in such programs.
- III. Service Provision - The Provider will maintain and operate the facility in a manner that assures compliance with all applicable statutes, regulations, codes and ordinances, and most particularly those specified in 18 NYCRR 900. The Provider hereby certifies that it is a NYS approved Tier II Family Shelter and will maintain compliance with all related laws, regulations and NYS directives. In the event that the Provider should fail to maintain NYS approval as a Tier II Family Shelter, this Agreement shall terminate immediately, in accordance with the provisions outlined in Section XIX of this Agreement.

In the event that the Provider should become knowingly non-compliant with any aspect of applicable statutes, regulations, codes and ordinances, verbal notification shall be immediately provided to the Department, followed by written notification within 48 hours, specifying the nature of the non-compliance and the Provider's plan for addressing the problem, including specific actions to be taken and projected time-frames for achieving compliance.

In the event that a NYSOTDA inspection of the facility identifies area of non-compliance, the Provider shall submit to the Department, within 7 days of receipt of the inspection report from either NYSOTDA or the Department, a written plan indicating the specific actions, which will be taken in order to achieve compliance within the required 30 days regulatory period. The Provider shall also immediately notify the Department in writing when it has achieved full

compliance through addressing all areas of non-compliance, or if it is anticipated that compliance will not be achievable within the required 30 days.

The Provider will maintain service provision that is consistent with the requirements of 18 NYCRR 900 and any other applicable NYS regulations. Service provision will also be consistent with the facility's Operational Plan, as submitted by the Department to NYSOTDA and approved by NYSOTDA. No substantive changes shall be made to service provision without approval by the Department and NYSOTDA through revision of the Operational Plan or other appropriate means.

The Provider will immediately notify the Department of any incidents involving resident endangerment, injury or death, significant damage to the facility buildings or grounds, or other circumstances of a similarly significant nature. In such instances, verbal notification shall be provided as soon as practicable on the same or next working day, to be followed within 48 hours by a written notification of the specifics of the incident or circumstances.

EXHIBIT 2

RATE FOR SERVICE/FISCAL REPORTING

I. Rate for Service

The Department will reimburse the Provider for services rendered at the rate established by NYS, as follows.

- a) A per diem rate as specified in Article X, per public assistance-eligible family, will be utilized in calculating reimbursement due to the Provider.
- b) In the event that NYS should increase or decrease the per diem rate applicable to the Provider's Tier II Family Shelter, the new rate will automatically supersede the rate shown above.

II. Billing and Reimbursement

The Department will reimburse the Provider for shelter "bed days" provided to an eligible person(s) as follows.

- a) The Department will reimburse the Provider for shelter stays of families who have appropriately established eligibility under Family Assistance, Emergency Assistance for Families (EAF), Safety Net, or Emergency Assistance for Adults (EAA).
- b) Eligibility determinations, shelter reimbursements and payment of benefits to, or on behalf of the recipient, will be made in compliance with current federal and State regulations.
- c) In the instance that a resident has an alternate and available source(s) of income, yet is still entitled to partial assistance, the Department will provide reimbursement to the Provider in the appropriate pro-rated amount. The Provider will develop and submit for the Department's review, a procedure for the collection of residents' share of shelter costs. The Provider will be directly responsible for collection of any remaining amount directly from the resident.
- d) The Provider will bill the Department for each resident determined eligible for reimbursement by the Department. The billing format will include the name of each resident and the actual dates of shelter stay charged. The Provider must sign each bill, with such signature being considered to attest to the validity of the claim.
- e) The Provider will be responsible for directly billing other local social services districts, in the event that they are fiscally responsible for the shelter stay of a resident family.
- f) In the event that NYSOTDA withholds reimbursement from the Department as a penalty resulting from the Provider's non-compliance with Part 900 regulatory requirements, the Department will reserve the right to pass this penalty on to the Provider. Such will occur at the sole discretion of the Department and will assume that both the Department and the Provider have cooperated in such efforts, as are proscribed by Part 900 regulation, to prevent the assessment of such penalty by NYSOTDA.

III. Fiscal Reporting

- a) The Provider shall be responsible for submittal of the following to the Department.
 - Immediately upon availability, a copy of the agency's annual, certified financial statements.
 - By no later than February 15th of each year, a report of facility expenditures for the prior calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.
 - By no later than February 15th of each year, a proposed operating budget for the current calendar year, utilizing such forms as may be required by the Department and/or NYS Office of Temporary and Disability Assistance.
- b) The Provider shall notify the Department in advance of any significant proposed change to the facility budget. Prior to implementation of such change, the Provider must have received such written authorization of the Department and/or NYS Office of Temporary and Disability Assistance, as may be required.
- c) All budgetary information and reports required under this section shall be submitted to the designated Department contract manager.

APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean St. Catherine’s Center for Children.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of

- Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
 5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
 6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
 7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
 8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
 9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
 10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
 11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2019 – June 30, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

RESOLUTION NO. 160

AUTHORIZING AN AGREEMENT WITH ST. CATHERINE'S CENTER FOR CHILDREN - MARILLAC RESIDENCE REGARDING THE PROVISION OF FAMILY SHELTER SERVICES

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, Pursuant to New York State Social Services Law, local social services districts are required to provide emergency and transitional shelter to temporary assistance eligible homeless families, and

WHEREAS, The per diem rates for the operation of State-approved Tier II Family Shelters are established by the State of New York and are periodically retroactively reconciled with actual expenditures and revenues, and

WHEREAS, The Marillac Residence, a 24-unit State-approved Tier II Family Shelter has been operated by St. Catherine's Center for Children through an agreement with Albany County for a number of years, and

WHEREAS, The Commissioner of the Department of Social Services recommends renewing the agreement with St. Catherine's Center for Children for another year, and

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the St. Catherine's Center for Children - Marillac Residence for State-approved Tier II Family Shelter services for the term commencing July 1, 2020 and ending June 30, 2021 at a per diem rate set by New York State Office of Temporary and Disability Assistance which may be retroactively adjusted, but presently is anticipated at \$150.76 per day per family, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
DEPUTY COMMISSIONER

LISA A. FREEDMAN
DEPUTY COMMISSIONER

March 3, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This proposed contract renewal represents a transitional/enhanced services agreement targeting residents with mental health, alcohol/substance abuse, health, developmental, and other disabilities or special needs.

Therefore, authorization is requested to renew an agreement with Catholic Charities to provide emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1554, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Catholic Charities)

Date: 2/25/2020
 Submitted By: Joseph J. DeAngelis
 Department: Social Services
 Title: Contract Administrator
 Phone: 518-447-7583
 Department Rep.
 Attending Meeting: Michele G. McClave

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):

Catholic Charities of the Diocese of Albany
40 North Main Avenue, Albany, NY 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$972,400.00

Scope of Services: Emergency and transitional shelter for homeless persons, including room and board, linkage to community services and assistance in securing permanent housing and/or residential placement at two facilities (Mercy House and St. Charles Lwanga Center).

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: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: \$97,240.00 \$197,397.00 \$97,240.00
Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: \$97,240.00 \$680,680.00 \$194,480.00

Source of Funding - (Percentages)

Federal: 10%
State: 30%
County: 60%
Local: 0

Term

Term: (Start and end date) 7/1/2020-6/30/2021
Length of Contract: 12 Months

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 141
Date of Adoption: 4/8/2019

Justification: (state briefly why legislative action is requested)

Local Social Service districts are required to provide emergency/transitional shelter to homeless individuals and families. This proposed contract renewal is for emergency/transitional shelter services representing a transitional/enhanced services component targeting residents with mental health, alcohol/substance abuse, health, developmental, and other disabilities or special needs.

This contract renewal is a performance-based reimbursement model, emphasizing the provision of assistance by the provider to individuals in applying for Temporary Assistance, information/referral, the development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and linkage to services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. Examples of ILP plans for each individual can include the completion apartment searches, attend drug/alcohol or employment programs, follow up with legal issues (child/spousal support), etc.

Emergency and Transitional Shelter Programs

Mercy House

12 St. Joseph's Terrace, Albany, New York 12210

Emergency Shelter, \$468,000, 19 Beds

Adult Females and Families

St. Charles Lwanga Center

115 Grand Street, Albany, New York 12202

Emergency Shelter, \$504,400, 19 Beds

Adult Males

For calendar year 2019 Mercy House served 285 female individuals and/or families and St Charles Lwanga Center served 368 male individuals.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY**

PURSUANT TO RESOLUTION NO. 141, ADOPTED 4/8/2019

This is an Agreement made by and between the County of Albany (hereinafter referred to as the “County”), a municipal corporation, acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Catholic Charities of the Diocese of Albany - Mercy House (hereinafter referred to as the “Provider”), a non-profit organization having its principal office at 40 North Main Avenue, Albany, New York 12203.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law 18 NYCRR 352.8, and

WHEREAS, pursuant to Social Services Law 18 NYCRR 352.8, local districts are required to provide emergency assistance to eligible homeless persons and authorize payment to emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider’s offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless individuals residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at Mercy House, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to

obtain the community services necessary to become self-sufficient and assistance in carrying out this plan, as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: 12 St. Joseph's Terrace, Albany, New York 12210

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior written approval has been secured and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these exhibits must be mutually agreed upon by both parties in writing before the additional or modified provisions shall commence.

The Provider shall complete the Service in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement and shall submit therewith recommendations for solution(s).

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedules and exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the

Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the

Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE X. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **FOUR HUNDRED SIXTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$468,000.00)** as full compensation for the services described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2.

ARTICLE XI. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a

part hereof. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVI. NON-APPROPRIATIONS

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

ARTICLE XVII. NON-DISCRIMINATION REQUIREMENTS

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its sub providers shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and able to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand

delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TIME FOR PERFORMANCE

This Agreement shall commence on July 1, 2019 and shall continue through June 30, 2020. It is agreed by the Provider that performance without this Agreement will not be paid for by the Department.

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXIII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

(The Rest of this Page Left Intentionally Blank)

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

COUNTY OF ALBANY

DATE: _____

BY: _____

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

**CATHOLIC CHARITIES OF
THE DIOCESE OF ALBANY**

DATE: _____

BY: _____

Name

Title

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident and arising out of the ownership, maintenance or use of any automobiles and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____ By: _____

Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date

SCHEDULE D

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization

Authorized Signature

Title

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Single Adult Emergency Shelters

Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. Service Definition** - Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons**- An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision**- Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which:

- a. assures the protection of resident's rights and
- b. promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.

11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.
12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision. In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.
5. With regards to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in

accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.

6. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.
7. The Provider shall not admit or retain a number of persons in excess of 19.

C. Resident Services

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards:

- a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
- c. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being and which support daily activities.
- d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- e. The Provider shall ensure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.

2. Food Service:

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
- b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.
- c. The Provider shall ensure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.

- d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.
 - e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.
3. Supervision Services:
- a. Supervision Services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - guidance to encourage residents to dress appropriately for weather and activities.
 - b. All staff shall be trained in the means of rapidly evacuating the building.
 - c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
 - make arrangements for transfer of such resident to an appropriate medical facility; and
 - notify the resident's representative, or next of kin, if known.
 - d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
 - arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative, or next of kin, if known; and
 - make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
 - e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative; and
 - notify the appropriate local authorities.
 - f. The Provider shall maintain a record of all resident injuries or death.

- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
 - h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.
 - i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
 - j. Staff shall be immediately accessible at all times while on duty.
 - k. Provision shall be made for backup staff.
 - l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.
4. Resident's Shelter Budget
- a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
 - b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
 - c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.
5. Information and Referral Services:
- a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
 - b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
 - c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
 - cooperate with service providers in executing a plan for service for individual residents.
 - d. The Provider shall designate sufficient staff to perform information and referral services as well as housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents' rights and obligations while residing in the facility.
2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.
 - b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.
 - c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated and an appropriate referral made, if practical and necessary.
 - d. If the resident to be discharged is a minor child, or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support for the minor child and family.
 - e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
 - f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24 hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24 hour basis, in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Article VI of this Agreement.
2. The Provider agrees to provide the Department with a copy of its by-laws.
3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement - The Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of, the governing waiver from NYSDSS.

At minimum, the following specific guidelines will apply, although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
- b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
- c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.

- d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
 - No more than one period of stay (i.e. consecutive days) per month.
 - A single period of stay may consist of no more than 5 consecutive days.
 - No more than three (3) stays in a six month period or during more than three consecutive months.
4. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.
5. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
6. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider in the amount specified in Article XI, as detailed below.
 - a. At monthly intervals, reimbursement under the "Room and Board" component will be authorized to the Provider, in equal payment amounts, upon the Provider's submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and TA-eligibility status and accompanied by copies of all related "shelter authorization letters" issued by the Department. Payments will be reconciled on a quarterly basis, based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided. Short-falls not justified through the "hold harmless" provisions outlined below will result in a payment adjustment commensurate with the extent of the short-fall.
 - b. Payment under the "Enhanced Performance" component will be issued at quarterly intervals and reconciled on a quarterly basis, upon submittal by the Provider of a report of actual case-specific milestone achievement. The performance target and milestones to be utilized for the contract period are specified below. Payment will be issued in equivalent quarterly amounts based upon the Provider achieving a minimum average of 75% of targeted milestone levels for the period. All residents' achievement will be counted for these purposes, regardless of PA-eligibility status.
2. The Provider will be "held harmless" from fiscal penalty for failure to achieve designated levels under either the "Room and Board" or "Enhanced Performance" components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At minimum, they will reflect the following.
 - a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the period, a) due diligence was exercised in assisting residents to apply for temporary

assistance benefits and b) facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining “due diligence”, admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.

- b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period despite compliance with standards for admissions decisions involuntary discharges and bed hold policies.
- c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion as to renegotiate criteria.

II. Fiscal Reporting

- 1. As a condition of the execution of this Agreement, the Provider must submit to the Department a proposed facility budget for the contract year, specifying projections of all income and expenditures.
- 2. The Provider agrees to provide the Department with a copy of its annual fiscal audit.
- 3. All budgetary information and reports required under this section shall be submitted to the designated Department contact person.

III. Performance-Based Contract Summary

Dates of Operation: 7/1/2019 – 6/30/2020, 365 operating days
Maximum Shelter Capacity: 19 beds, 6,935 bed days
Maximum Contract Amount: \$468,000

Room and Board Maximum: \$349,286
Minimum PA-Eligible Bed Days: 5,840
Average per Night PA-Eligible Beds: 16

Enhanced Performance-Based Funding: \$118,714

The maximum contract capacity is 19 beds. Minimum PA-Eligible bed days for this contract period are 16 daily and 5,840 bed nights yearly. Performance target and milestone enhancement are as follows for this contract term:

Shelter: Mercy House
Enhanced Performance-Based Component: \$118,714
Maximum Shelter Capacity: 19
Minimum PA-Eligible Bed Days: 16
Average per Night PA-Eligible Beds: 16

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of <u>unduplicated</u> individuals who were <u>newly</u> admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of <u>unduplicated</u> families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												
<15 days												
16-30 days												

31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

*Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												

Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):												

# of Shelter Clients who met with a Case Manager, with or without an ILP in place.												
---	--	--	--	--	--	--	--	--	--	--	--	--

Mental Health Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Substance Abuse Treatment

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Adult Protective Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Rep Payee Services

Linked												
Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Primary Care Physician Assistance

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Health Care Services
(other than PCP services e.g. dental, chronic disease mgmt., etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Health Insurance (other than Medicaid)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Legal Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												

Re-Engaged												
Not Applicable												

Domestic Violence Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Employment Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Financial Assistance
(applying for SSI, SSD, unemployment, spousal support, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Housing Related Services

(completing housing apps, conducting apt. searches, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Parenting Support (e.g. Healthy Families, Life Skills classes, Parenting Classes, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Children Support (e.g. after school program, summer camps, etc.)

Linked												
Newly Engaged												
Already Engaged												

Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
80% of individuals, while in shelter, will obtain <u>or</u> increase income. (unduplicated numbers)												
Number of clients who report <u>no income</u> or benefits <u>at admission</u> .												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												
Number of clients who obtained Public Assistance while in shelter.												
Number of clients who increased their income while in shelter.												
Milestone #4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Actual # of Shelter Clients <u>with earned income</u> paying towards shelter costs												

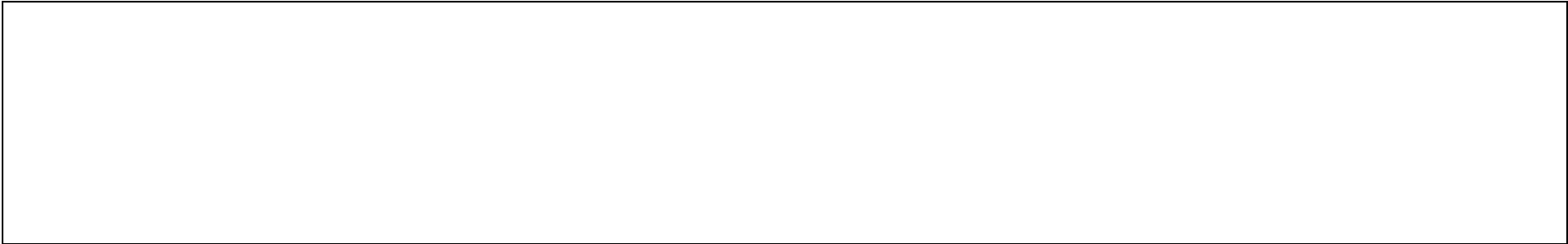
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs (<i>total amount of what all clients are required to pay divided by total amount of income collected</i>)												
Actual # of Shelter Clients <u>with unearned income</u> paying towards shelter costs												
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs (<i>total amount of what all clients are required to pay divided by total amount of income collected</i>)												
Milestone #5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):												
Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												

Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												

Milestone #6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
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Met HMIS reporting requirements												
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Comments/Notes



APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the PROVIDER herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean Catholic Charities of the Diocese of Albany – Mercy House.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the

information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2019 - June 30, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

- (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
- (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
- (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

- 1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
- 2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

- 1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
- 2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- 3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
- 4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
- 5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

RESOLUTION NO. 161

AUTHORIZING AN AGREEMENT WITH CATHOLIC CHARITIES OF THE DIOCESE OF ALBANY REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES

Introduced: 5/11/20
By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with Catholic Charities of the Diocese of Albany regarding emergency and transitional shelter services at the Mercy House in the amount of \$468,000 and St. Charles Lwanga Center in the amount of \$504,400 for a term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, Pursuant to New York State Social Services Law, local social services districts are required to provide emergency and transitional shelter to public assistance eligible homeless individuals and families, and

WHEREAS, Mercy House is a 19-bed facility which serves females and small families and St. Charles Lwanga Center is a 19-bed facility which serves adult males, and

WHEREAS, The shelters emphasize the provision of a safe, sober environment which assists in addressing the factors that cause an individual to be homeless and in securing permanent housing or appropriate residential placement, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the following service providers for the term commencing July 1, 2020 and ending June 30, 2021, in the amounts indicated:

<u>Facility Name & Sponsoring Agency</u>	<u>Agreement Total</u>
Mercy House (Catholic Charities of the Diocese of Albany)	\$468,000
St. Charles Lwanga Center (Catholic Charities of the Diocese of Albany)	\$504,400

and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
DEPUTY COMMISSIONER

LISA A. FREEDMAN
DEPUTY COMMISSIONER

March 3, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Service districts are required to provide temporary shelter to homeless individuals and families. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide emergency shelter at The Schuyler Inn. This contract provides for Albany County DSS to place homeless in up to 60 rooms at the Schuyler Inn.

There are several advantages to temporarily sheltering homeless families at the Schuyler Inn rather than other shelters or hotels/motels. Unlike hotels/motels, Schuyler Inn provides families with three meals a day, 7 days a week. The provision of prepared meals, allows us to reduce or eliminate the meal allowance we are required to give to homeless individuals and families while staying at other hotels /motels. In addition, the Schuyler Inn provides case management services with the goal of helping families and individuals learn to live independently, transition into permanent housing and provide a linkage to vocational and employment opportunities.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1553, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Schuyler Inn)

Date: 2/25/2020
 Submitted By: Joseph J. DeAngelis
 Department: Social Services
 Title: Contract Administrator
 Phone: 518-447-7583
 Department Rep.
 Attending Meeting: Michele G. McClave

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):

The Altamont Program
428 Duane Ave.
Schenectady, N.Y. 12304

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,300,000

Scope of Services: Emergency and transitional shelter for homeless households (primarily families) on a room and board basis (60 rooms). Case management is provided to facilitate family/individual placement in permanent housing or other approved congregate facilities.

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: 18 NYCRR 352.8

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6109 04609 AA6140 03640 AA6142 03642
Revenue Amount: \$1,170,000.00 \$18,850.00 \$32,500.00

Appropriation Account and Line: AA6109 44046 AA6140 44046 AA6142 44046
Appropriation Amount: \$1,170,000.00 \$65,000.00 \$65,000.00

Source of Funding - (Percentages)

Federal: 90%
State: 4%
County: 6%
Local: 0

Term

Term: (Start and end date) 7/1/2020-6/30/2021
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 139
Date of Adoption: 4/8/2019

Justification: (state briefly why legislative action is requested)

Local Social Service districts are required to provide temporary shelter to homeless individuals and families. Therefore, authorization is requested to renew an agreement with the Altamont Program, Inc. to provide emergency shelter at The Schuyler Inn. This contract provides for Albany County DSS to place homeless in up to 60 rooms at the Schuyler Inn.

There are several advantages to temporarily sheltering homeless families at the Schuyler Inn rather than other shelters or hotels/motels. Unlike hotels/motels, Schuyler Inn provides families with three meals a day, 7 days a week. The provision of prepared meals, allows us to reduce or eliminate the meal allowance we are required to give to homeless individuals and families while staying at other hotels /motels. In addition, the Schuyler Inn provides case management services with the goal of helping families and individuals learn to live independently, transition into permanent housing and provide a linkage to vocational and employment opportunities.

Having our homeless families centrally located at the Schuyler Inn allows us to monitor their cases and deliver more efficient case management services. Further, Schuyler Inn is able to actively coordinate and communicate with DSS, Homeless and Travelers Aid Society (HATAS), Albany School District Liaison, and St. Catherine's Center staff to help families move more quickly and appropriately to either permanent housing or the Marillac Family Shelter.

Schuyler Inn also maintains a VISTA volunteer program to provide child care, homework help and other needed assistance to families residing there. During the 2019 calendar year 670 homeless families and individuals were housed at the Schuyler Inn.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
THE ALTAMONT PROGRAM, INC.**

PURSUANT TO RESOLUTION NO. 139, ADOPTED 4/8/2019

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the “County”), acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and The Altamont Program, Inc. at Schuyler Inn (hereinafter referred to as the “Provider”), a non-profit organization having its principal office at 428 Duane Avenue, Schenectady, New York 12304.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany (hereinafter called the “Commissioner”) is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law of the State of New York, and

WHEREAS, NYSDSS regulations require local districts to provide emergency assistance to eligible homeless persons, and authorize payment to hotels/motels and emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider’s offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless individuals residing in Albany County.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at The Altamont Program, Schuyler Inn, as herein set forth and as more particularly described in Exhibit 1 of this Agreement attached hereto and made a part hereof

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless families of temporary room, board, case management and essential personal care items in a non-congregate setting, as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: Schuyler Inn, 575 Broadway, Menands, New York 12204

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior written approval has been secured, and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Any requests by either party to the Agreement for modifications to the provision of these appendices must be mutually agreed to by both parties in writing before the additional or modified provisions shall commence.

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE VI. CONFIDENTIALITY

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VII. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VIII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE IX. FAIR HEARINGS

The Provider will establish a system through which recipients may present grievances about the operation of the service program. The Provider will advise recipients of this right and will also advise applicants and recipients of their right to appeal.

The County shall notify applicants for services and recipients of care and services of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE X. ACCOUNTING RECORDS AND AUDITS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept an amount not to exceed **ONE MILLION THREE-HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,300,000.00)**, as full compensation for the Service described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2 attached hereto and made a part hereof.

ARTICLE XII. NON-APPROPRIATIONS

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

ARTICLE XIII. RELATIONSHIP

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

ARTICLE XIV. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE XV. INDEMNIFICATION

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

ARTICLE XVI. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto. Before commencing, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto.

ARTICLE XVII. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Subscriber agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERMINATION

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County’s knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2019 and will continue in effect through June 30, 2020. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXIII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and

- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. LICENSES

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

ARTICLE XXVIII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXIX. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXX. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

(The Rest of This Page Left Intentionally Blank)

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

COUNTY OF ALBANY

Dated: _____

By: _____

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

THE ALTAMONT PROGRAM, INC.

Dated: _____

By: _____

Name

Title

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

Liability for:

Combined Single Limit:

Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____ By: _____

Signature

Title

SCHEDULE C
CERTIFICATION REGARDING
DRUG FREE WORKPLACE REQUIREMENTS
GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization

Authorized Signature

Title

Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. Service Definition** Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons** An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision** Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which:

- a. Assures the protection of resident's rights and
- b. Promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf, or on behalf of other residents, to the Provider, the Department, or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
9. A resident shall have the right to receive courteous, fair and respectful care and treatment.

10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others, or from destroying property.
11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.
12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours, as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently, or by assistance and supervision.

In addition, the Provider shall not accept, nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of medical care, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level access.
2. The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
3. Upon receipt of a referral, the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and well-being of either the referred individual and/or other residents.
4. In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to, Homeless and Travelers Aid Society of the Capital District, Albany County Mobile

Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers and medical providers.

5. With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient) and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.
6. The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances.
7. The Provider shall not admit or retain a number of persons in excess of 19.

C. Resident Services

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards:

- a. In order to ensure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
- c. The Provider shall provide furnishings and equipment which do not endanger resident health, safety and well-being and which support daily activities.
- d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- e. The Provider shall ensure the continued maintenance of the facility. All buildings and grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.

2. Food Service:

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
 - b. The Provider shall provide breakfast; lunch and evening meals, to be served at regularly scheduled times.
 - c. The Provider shall ensure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.
 - d. Off-site food preparation will be permitted only if nutritional and sanitary standards will be and are maintained, as well as any standards which may be required by the State and/or local Commissioners of Health.
 - e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.
3. Supervision Services:
- a. Supervision Services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - guidance to encourage residents to dress appropriately for weather and activities.
 - b. All staff shall be trained in the means of rapidly evacuating the building.
 - c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
 - make arrangements for transfer of such resident to an appropriate medical facility; and
 - notify the resident's representative, or next of kin, if known.
 - d. In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
 - arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative, or next of kin, if known; and

- Make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
- e. In the event of the serious injury or death of a resident, the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative; and
 - Notify the appropriate local authorities.
 - f. The Provider shall maintain a record of all resident injuries or death.
 - g. The Provider shall designate staff to perform supervision functions during all hours of operation.
 - h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 7 day, 24 hour basis, in order to ensure appropriate resident access to the site, as further described under Section F.
 - i. The Provider may utilize trained volunteers in lieu of paid staff and agrees to assume full responsibility for training and supervision of volunteers used, as well as for their performance within the facility's programs.
 - j. Staff shall be immediately accessible at all times while on duty.
 - k. Provision shall be made for backup staff.
 - l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.
4. Resident's Shelter Budget
 - a. To encourage self-sufficiency of individuals/families, who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
 - b. The eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
 - c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.
 5. Information and Referral Services:
 - a. The Provider shall have knowledge of and linkages with, community resources which can assist each resident to maintain or improve his/her level of functioning.
 - b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;

- cooperating with providers of services essential to residents;
- assisting residents to secure services needed.

c. The Provider shall utilize and cooperate with external service providers and shall:

- permit residents to meet in privacy with service providers;
- in no way inhibit access to residents who need and desire services;
- identify persons in need of services and assist external service providers in establishing a relationship with those residents; and
- cooperate with service providers in executing a plan for service for individual residents.

d. The Provider shall designate sufficient staff to perform information and referral services as well as housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and residents' rights and obligations while residing in the facility.
2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. The resident will be provided written notice of the discharge decision and of the reasons thereof, upon request.
 - b. If criminal activity may have occurred, the appropriate law enforcement agency will be contacted.
 - c. The resident's need for protective services for adult, protective services for children, or for other social services will be evaluated and an appropriate referral made, if practical and necessary.
 - d. If the resident to be discharged is a minor child, or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support for the minor child and family.
 - e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
 - f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols for implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24 hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24 hour basis, in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided, as specified in Section 8 of this Agreement.
2. The Provider agrees to provide the Department with a copy of its by-laws.
3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement The Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
2. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net/TANF benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net/TANF benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of, the governing waiver from NYSDSS.

At minimum, the following specific guidelines will apply, although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
- b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
- c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.
- d. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.

- No more than one period of stay (i.e. consecutive days) per month.
 - A single period of stay may consist of no more than 5 consecutive days.
 - No more than three (3) stays in a six month period or during more than three consecutive months.
4. The Department will indicate the results of its initial eligibility determination on a designated form and will provide same to the resident. This form will include an indication of acceptance or denial.
 5. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
 6. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation, or the terms of this Agreement. The only exception shall be that the Provider may collect a self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement after a period of 60 days in shelter.
 7. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider under a performance-based model as detailed below; Reimbursements to the Provider will be issued as follows.

At agreed-upon regular intervals room and board reimbursements will be authorized to the Provider in the predetermined amount appropriate to the period, upon the Provider's submittal of a report of specific public assistance-eligible persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and total PA-eligible bed days with all relevant "shelter authorization letters" attached, using forms to be supplied by the Department. Payments will be reconciled at periods to be predetermined by the Department, against an accounting of the total public assistance-eligible bed days anticipated for the period and actually provided.

Note that if utilization levels fall below the agreed-upon minimum levels indicated below, a downward adjustment will be made at the time of periodic reconciliation. In the event that reimbursement is withheld due to failure to meet minimum utilization levels, the amount will be commensurate with the extent of the facility's failure and will be restored to the extent that subsequent totals exceed projections. No adjustment will be made for utilization levels in excess of the annual targeted minimum. However, bed days provided in excess of the minimum may be used to offset shortfalls during another period.

2. The Provider will be "held harmless" from fiscal penalty for failure to achieve designated levels under either the "Room and Board" or "Enhanced Performance" components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At minimum, they will reflect the following.
 - a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the

- period, a) due diligence was exercised in assisting residents to apply for temporary assistance benefits and b) facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining “due diligence”, admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.
- b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period despite compliance with standards for admissions decisions involuntary discharges and bed hold policies.
 - c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion as to renegotiate criteria.

Performance/Per Diem - Based Contract Summary

Dates of Operation: 7/1/2019 – 06/30/2020, 365 operating days

Maximum Shelter Capacity: 60 units (48 motel units)

Maximum Contract Amount: \$1,300,000.00

Room and Board Maximum: \$910,330

Minimum PA-Eligible units: 4,380

Average per Night PA Performance Based - Eligible units: 12

Enhanced Performance-Based Funding: \$389,670

Payment will be issued based on meeting an average of 75% of designated milestone levels.

See Exhibit 3 for proposed performance targets and milestones.

Shelter: The Altamont Program – Schuyler Inn
Enhanced Performance-Based Component: \$389,670
Maximum Shelter Capacity: 60 units (48 motel units)
Minimum PA-Eligible Bed Days: 4,380
Average per Night PA-Eligible Beds: 12

EXHIBIT 3

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of <u>unduplicated</u> individuals who were <u>newly</u> admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of <u>unduplicated</u> families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												
<15 days												
16-30 days												

31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

*Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												

Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):												

# of Shelter Clients who met with a Case Manager, with or without an ILP in place.												
---	--	--	--	--	--	--	--	--	--	--	--	--

Mental Health Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Substance Abuse Treatment

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Adult Protective Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Rep Payee Services

Linked												
Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Primary Care Physician Assistance

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Health Care Services

(other than PCP services e.g. dental, chronic disease mgmt., etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)

Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec

Health Insurance (other than Medicaid)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Legal Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												

Re-Engaged												
Not Applicable												

Domestic Violence Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Employment Services

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Financial Assistance

(applying for SSI, SSD, unemployment, spousal support, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Housing Related Services

(completing housing apps, conducting apt. searches, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Parenting Support (e.g.

Healthy Families, Life Skills classes, Parenting Classes, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)

Jan Feb Mar Apr May Jun Jul Aug Sept Oct Nov Dec

Children Support (e.g.

after school program, summer camps, etc.)

Linked												
Newly Engaged												
Already Engaged												

Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
80% of individuals, while in shelter, will obtain <u>or</u> increase income. (unduplicated numbers)												
Number of clients who report <u>no income</u> or benefits <u>at admission</u> .												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												
Number of clients who obtained Public Assistance while in shelter.												
Number of clients who increased their income while in shelter.												
Milestone #4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Actual # of Shelter Clients <u>with earned income</u> paying towards shelter costs												

Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>												

Actual # of Shelter Clients with unearned income paying towards shelter costs

Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are required to pay divided by total amount of income collected)</i>												

Milestone #5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):

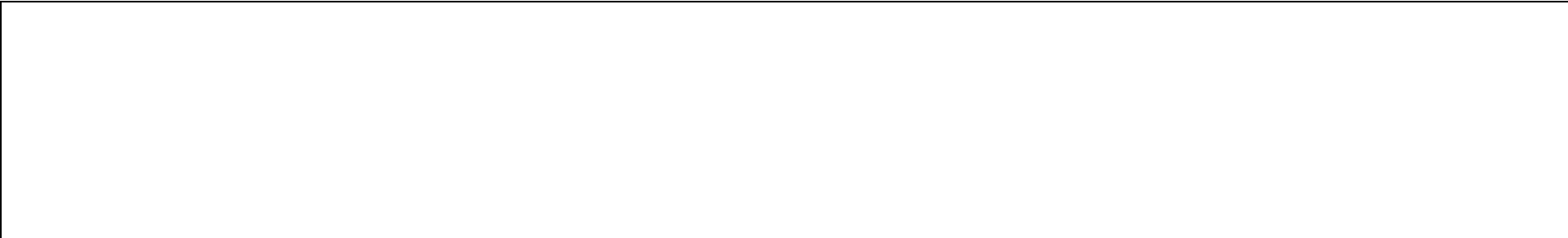
Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												

Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												

Milestone #6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
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Met HMIS reporting requirements												
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Comments/Notes



APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean The Altamont Program Inc., Schuyler Inn
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health

Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper

management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2019 – June 30, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

RESOLUTION NO. 162

**AUTHORIZING AN AGREEMENT WITH THE ALTAMONT PROGRAM, INC.
REGARDING EMERGENCY AND TRANSITIONAL SHELTER SERVICES**

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with The Altamont Program, Inc. regarding emergency and transitional shelter programs for homeless individuals and families who have established public assistance eligibility in an amount not to exceed \$1,300,000 for a term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, Pursuant to New York State Social Services Law, local social services districts are required to provide emergency and transitional shelter to public assistance eligible homeless individuals and families, and

WHEREAS, The Altamont Program, Inc. will provide emergency and transitional shelter services at the Schuyler Inn to meet the needs of homeless individuals and families as identified by the Department of Social Services, the Homeless and Travelers Aid Society, and various social services organizations including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with The Altamont Program, Inc. regarding emergency and transitional shelter services in an amount not to exceed \$1,300,000 for a term commencing July 1, 2020 and ending June 30, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
DEPUTY COMMISSIONER

LISA A. FREEDMAN
DEPUTY COMMISSIONER

March 13, 2019

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Local Social Services districts are required to provide temporary shelter for homeless persons. Therefore, authorization is requested to renew a contract with Interfaith Partnership for the Homeless to provide emergency and transitional shelter for homeless persons in Albany County within a 30 bed facility serving both males and females.

This Interfaith shelter is equipped with an elevator and handicapped access for the disabled; the shelter also has a single room for at-risk individuals such as transgender persons. Also, eight beds at Interfaith are set aside for hospital discharges or other individuals who have special needs/disabilities such as mental illness, alcohol/substance abuse, mental retardation, developmental disability or medical frailty.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1550, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Interfaith Partnership for the Homeless)

Date: 2/24/2020
 Submitted By: Joseph J. DeAngelis
 Department: Social Services
 Title: Contract Administrator
 Phone: 518-477-7583
 Department Rep.
 Attending Meeting: Michele G. McClave

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):

Interfaith Partnership for the Homeless
176 Sheridan Avenue
Albany, NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$720,000

Scope of Services: Emergency and transitional shelter for homeless persons, including room and board within a 30 bed facility serving both male and female, linkage to needed community services and assistance in securing permanent housing and/or residential placement.

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: 18 NYCRR 352.8

File #: TMP-1550, Version: 1

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: AA6109 04609, AA6140 03640, AA6142 03642

Revenue Amount: \$14,400.00 \$162,864.00 \$72,000.00

Appropriation Account and Line: AA6109 44046, AA6140 44046, AA6142 44046

Appropriation Amount: \$14,400.00, \$561,600.00, \$144,000.00

Source of Funding - (Percentages)

Federal: 2%
State: 33%
County: 65%
Local: 0

Term

Term: (Start and end date) 7/1/2020-6/30/2021

Length of Contract: 12 Month

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: 136

Date of Adoption: 4/8/2019

Justification: (state briefly why legislative action is requested)

Local Social Services districts are required to provide temporary shelter for homeless persons. Therefore, authorization is requested to renew a contract with Interfaith Partnership for the Homeless to provide emergency and transitional shelter for homeless persons in Albany County within a 30 bed facility serving both males and females.

This Interfaith shelter is equipped with an elevator and handicapped access for the disabled; the shelter also has a single room for at-risk individuals such as transgender persons. Also, eight beds at Interfaith are set aside for hospital discharges or other individuals who have special needs/disabilities such as mental illness, alcohol/substance abuse, mental retardation, developmental disability or medical frailty.

A portion of this contract is performance based whereby the provider assists residents to apply for temporary assistance, address the factors that underlie their homelessness and secure permanent housing or appropriate residential placement. During calendar year 2019, 499 residents were served.

**AGREEMENT
BY AND BETWEEN
THE COUNTY OF ALBANY
AND
INTERFAITH PARTNERSHIP FOR THE HOMELESS**

PURSUANT TO RESOLUTION NO. 136, ADOPTED 4/8/2019

This is an Agreement, made by and between the County of Albany, a municipal corporation, (hereinafter referred to as the “County”), acting by and through the Albany County Department of Social Services (hereinafter referred to as the “Department”), having its principal office at Albany County Office Building, 112 State Street, Albany, New York 12207 and Interfaith Partnership for the Homeless (hereinafter referred to as the “Provider”) , a non-profit organization having its principal office at 176 Sheridan Avenue, Albany, New York 12210.

WITNESSETH:

WHEREAS, the Commissioner of Social Services of the County of Albany, hereinafter called the Commissioner, is an authorized social services official charged with the responsibility, insofar as funds are available for that purpose, to administer such care, treatment and services that may be necessary to restore persons unable to maintain themselves to a condition of self-support or self-care, pursuant to the Social Services Law Title 18 NYCRR 352.8, and

WHEREAS, Social Services Law Title 18 NYCRR 352.8 requires local districts to provide emergency assistance to eligible homeless persons, and authorize payment to emergency shelters providing care to public assistance-eligible homeless persons, and

WHEREAS, the Provider, a qualified non-profit organization, is willing and able to deliver the service required by the County and to ensure that the aforementioned requirements are met efficiently and effectively, and

WHEREAS, the County has accepted the Provider’s offer to deliver the necessary emergency/transitional shelter services to meet the needs of the County and to meet the needs of the aforementioned homeless individuals residing in Albany County.

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

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider shall provide emergency/transitional shelter services at Interfaith Partnership for the Homeless, as herein set forth and as more particularly described in Exhibit 1 attached hereto and made a part of this Agreement.

ARTICLE II. SCOPE OF SERVICES

Emergency/transitional shelter services to be provided under this Agreement shall be defined as the provision to homeless persons of temporary room, board, supervision, information and referral, assessment of housing and self-sufficiency-related needs, development of a plan to obtain the community services necessary to become self-sufficient, and assistance in carrying out this plan, as detailed under Exhibit 1.

The Provider will provide the agreed emergency/transitional shelter services only at the following location: **176 Sheridan Avenue, Albany, New York 12210**

The provision of services at any other location(s) will not be paid for under this Agreement, unless the Department's prior, written approval has been secured and attached as an amendment to this Agreement.

ARTICLE III. GENERAL PROVISIONS

The Provider agrees to comply in all respects with the provisions of this Agreement and the attachments thereto. The Provider specifically agrees to perform or assist the homeless person to obtain services as outlined in Exhibits 1 and 2 attached hereto and made a part hereof. Both parties in writing must mutually agree to any requests by either party to the Agreement for modifications to the provision of these exhibits before the additional or modified provisions shall commence.

The Department will designate a staff person who shall have authority for overseeing the Provider's performance of those services designated herein. Reports and issues of interpretation or direction relating to this Agreement shall be directed to the designated staff member.

The Provider will be fully responsible for the provision of all equipment and services for Provider's staff necessary to the performance of services designated under this Agreement.

As part of this Agreement, the Provider agrees to comply in all respects with the provisions of this Agreement and the schedule and exhibits attached hereto and made a part hereof.

ARTICLE IV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE V. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE VI. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available

to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

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

ARTICLE VII. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VIII. GRIEVANCES AND FAIR HEARINGS

As part of this Agreement, the Provider shall establish a system through which recipients may present grievances about the operation of the emergency shelter program. The Provider will advise recipients of this right and will advise applicants and recipients of their right to appeal.

The County shall notify applicants and recipients of care and services of their right to a fair hearing, where applicable, to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

As part of this Agreement, the Provider, upon the request of the Department, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE IX. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE X. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

If the Provider is subject to an audit by an agency of the United States government, then a copy of such annual audit, including exit conference results, if any, shall be provided to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days after receipt by Provider of the final audit and the exit conference results, if any.

If Provider is not subject to an annual audit by an agency of the United States government, but receives from Albany County Department of Social Services funds in excess of \$50,000 in its fiscal year, then Provider shall engage an independent auditor acceptable to the Albany County Department of Social Services to: 1) review the records and accounts of the Provider; 2) render an opinion as to the accuracy and

sufficiency of Provider's records and accounting methods; 3) render an opinion of Provider's financial position for the fiscal year being audited and any change therein, including but not limited to its net income or net loss. The audit report by the independent auditor shall be submitted to the Albany County Department of Social Services and the Comptroller of the County of Albany within ten (10) days of its receipt by the Provider.

ARTICLE XI. FEES

In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Provider agrees to accept up to a total amount, not to exceed, **SIX HUNDRED AND TWO THOUSAND AND 00/100 DOLLARS (\$602,000.00)** as full compensation for the Service described under this Agreement.

The Department agrees to reimburse the Provider for care and services provided, when such claims are submitted to the Department in accordance with the specifications included under Exhibit 2.

ARTICLE XII. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE XIII. INDEMNIFICATION

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

ARTICLE XIV. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVI. NON-APPROPRIATIONS

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

ARTICLE XVII. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York.

ARTICLE XIX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XX. TIME FOR PERFORMANCE

The term of this Agreement shall commence on July 1, 2019 and shall continue in effect through June 30, 2020. It is agreed by the Provider that the Department will not pay for performance without this Agreement.

ARTICLE XXI. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XXIII. REMEDY FOR BREACH

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

ARTICLE XXIV. MACBRIDE PRINCIPLES

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

ARTICLE XXV. LICENSES

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

ARTICLE XXVI. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Provider agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Provider shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXVII. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either County or Provider in their respective rights and obligations contained in the valid covenants, conditions or provisions in this Agreement.

ARTICLE XXVIII. IRANIAN ENERGY SECTOR DIVESTMENT

Provider hereby represents that Provider is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXIX. ADDITIONAL ASSURANCES

The Provider agrees that the County, State, and/or other funding sources will have previously paid no part of any submitted claim.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

COUNTY OF ALBANY

DATE: _____

BY: _____

Daniel P. McCoy
County Executive
or
Philip F. Calderone
Deputy County Executive

**INTERFAITH PARTNERSHIP
FOR THE HOMELESS**

DATE: _____

BY: _____

Signature

Title

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared Phillip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the ____ day of _____, 2019, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<u>Liability for:</u>	<u>Combined Single Limit:</u>
Bodily Injury	\$1,000,000.
Property Damage	\$1,000,000.
Personal Injury	\$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, _____, do hereby affirm that during the term of Albany County's contract with _____, for the provision of _____, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: _____

By: _____

Signature

Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L.100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Organization

Authorized Signature

Title

Date

SCHEDULE D

**Certification Regarding Lobbying
Certification for Contracts, Grants, Loans
and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Organization

Authorized Signature

_____ Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

Single Adult Emergency Shelters Service Provision

The Provider will provide emergency/transitional shelter services to eligible homeless persons under this Agreement, as follows:

- I. Service Definition-** Emergency/transitional shelter services shall be defined as the provision of temporary residential care, including room, board, supervision and services related to housing and self-sufficiency, for individuals in need of temporary accommodations, supervision and services.
- II. Eligible Persons-** An eligible homeless person(s) shall be defined as an individual who is not domiciled or residing in a temporary shelter and is eligible for public assistance under Safety Net, Emergency Assistance for Adults, Temporary Assistance to Needy Families or Emergency Assistance for Families.
- III. Service Provision-** Emergency/transitional shelter services provided by the Provider shall be in compliance with the following:

The Provider shall provide an organized program of room and board, supervision and services related to housing and self-sufficiency which:

1. Assures the protection of resident's rights and
2. Promotes the social, physical and mental well-being of the resident.

The Provider shall operate and maintain the facility in a manner that assures compliance with all applicable statutes and regulations.

A. Residents' Rights

At a minimum, the Provider shall afford each resident the following rights and protections.

1. A resident's civil rights shall not be infringed.
2. A resident's religious liberties shall not be infringed.
3. A resident shall have the right to have private written and verbal communications.
4. A resident shall have the right to present grievances on his/her behalf or on behalf of other residents, to the Provider, the Department or other appropriate authority, without fear of reprisal.
5. A resident shall have the right to join with other residents or individuals to work for improvements in resident care.
6. A resident shall have the right to manage his or her own financial affairs.
7. A resident shall have the right to privacy in caring for personal needs.
8. A resident shall have the right to confidential treatment of personal, social, financial and medical records.
9. A resident shall have the right to receive courteous, fair and respectful care and treatment.
10. A resident shall not be restrained nor locked in a room at any time. This provision shall not, however, prohibit appropriate physical restraint of a resident in the instance that such is immediately necessary to prevent the resident from inflicting injury upon himself or others or from destroying property.
11. A resident shall have the right to receive and to send mail or any other correspondence without interception or interference.

12. A resident shall be permitted to leave and return to the facility and grounds at reasonable hours as defined in the facility's policies and procedures.
13. A resident shall not be obliged to perform work by coercion or threat. This provision shall not, however, prohibit the facility from assigning reasonable work responsibilities, if applicable to all residents and considered a part of the facility's program.
14. A resident shall not be permitted or obliged to provide the Provider any gratuity in any form for services provided or arranged for in accord with law, regulation or the terms of this Agreement. The only exception shall be that the Provider may collect a reasonable self-pay fee from those individuals who are not eligible for or receive only partial public assistance reimbursement.
15. Each resident shall have the responsibility to obey all reasonable regulations of the facility and to respect the personal rights and private property of the other residents.

B. Admissions

1. The Provider shall not accept nor retain any person who is not capable of self-administration, either independently or by assistance and supervision. In addition, the Provider shall not accept nor retain any person who:
 - a. Causes immediate danger to himself or others.
 - b. Is in need of a medical, including but not limited to dietary regimen that cannot or will not be met by the facility.
 - c. Is in need of a level of medical, mental health or nursing care that cannot be rendered safely and effectively by community-based services.
 - d. Has a generalized systemic communicable disease or a readily communicable local infection which cannot be properly isolated and quarantined in the facility and which would pose a serious health threat to other facility residents.
 - e. Is incapable of ambulating on stairs without personal assistance unless such person can be assigned a room on a floor with ground level egress.
- 1 The Provider agrees not to accept any individual who is less than 18 years of age and is unaccompanied by a parent or guardian.
- 2 Upon receipt of a referral the Provider agrees to perform an immediate assessment of their ability to admit the individual without endangering the health, safety and wellbeing of either the referred individual and/or other residents.
- 3 In the process of conducting this assessment, the Provider agrees to consult and/or request assistance from such other community agencies as may be appropriate to the individual case circumstances. Such agencies shall include, but not be limited to: Homeless and Travelers Aid Society of the Capital District, Albany County Mobile Crisis Team, Albany County Department of Social Services (ex. Adult Protective Services), local mental health and substance abuse service providers, and medical providers.
- 4 With regard to individuals who present as intoxicated, either at the time of referral for admission or at any other point in their stay, the Provider agrees to develop and follow a specific protocol for assessment of the appropriateness of admission/retention and linkage to alcohol treatment and/or medical providers. Every effort will be made by the Provider to develop and implement this protocol in cooperation with other appropriate agencies, including but not limited to Albany County Mental health Department, local hospitals and other such entities. The Provider further agrees to diligently implement this protocol to the fullest extent possible and to communicate and cooperate with all involved parties in seeking resolution to any implementation problems that may arise whether they are case-specific or systemic in nature.

The Department reserves the right to review and approve the protocol which is developed, related to its use as a vehicle for safeguarding the health and safety of Interfaith Partnership residents, as required under the terms of this Agreement.

- 5 With regard to individuals who present with alcoholism and/or substance abuse, the Provider agrees in all instances to make diligent efforts to refer such individual for appropriate treatment (whether inpatient or outpatient), and to engage him/her in accepting such treatment. In the instance that an individual suffering from alcoholism is resistant to engaging in an appropriate treatment program, the Provider agrees to attempt to secure and/or cooperate with outreach and/or case management services which may be available.
- 6 The Provider shall assist persons who are accepted on an emergency basis and who are subsequently found to not be appropriate for retention, to relocate. In all such instances, the Provider will immediately notify Homeless and Travelers Aid Society and cooperate with replacement efforts or other such activities as may be appropriate to the case circumstances
- 7 The Provider shall not admit or retain a number of persons in excess of 30.

C. Resident Services

The Provider shall be responsible for the development and provision of resident services which shall include at a minimum, room, board, supervision, information/referral, development of an Independent Living Plan (ILP) which, at a minimum, includes assessment of needs related to housing permanency and services designed to address the factors which underlie homelessness, assistance in securing permanent housing and/or residential placement. Those services provided will emphasize achievement of the performance targets and milestones specified in Exhibit 2.

1. Environmental Standards

- a. In order to assure a safe, comfortable environment for residents, the Provider shall maintain the facility in a good state of repair and sanitation and in conformance with applicable state and local laws, regulations and ordinances, specifically including health, building and fire codes.
- b. Space in the facility shall be used exclusively for purposes of providing direct shelter and services to homeless persons or other closely related programs (ex. AA meetings) unless permission for another usage is obtained from the Department. The Provider must demonstrate that the proposed use is not incompatible with the shelter program and will not be detrimental to residents.
- c. The Provider shall provide furnishings and equipment, which do not endanger resident health, safety and well-being and which support daily activities.
- d. The Provider shall maintain a clean and comfortable environment, with all areas of the facility free of vermin, rodents and trash.
- e. The Provider shall ensure the continued maintenance of the facility. All buildings, grounds, equipment and furnishings shall be maintained in a clean, orderly condition and in good repair.

2. Food Service

- a. The Provider shall provide meals which are balanced, nutritious and adequate in amount and content to meet the dietary needs of residents.
- b. The Provider shall provide breakfast, lunch and evening meals, to be served at regularly scheduled times.
- c. The Provider shall insure the provision of well-balanced meals and the purchase, storage and preparation of food of good quality and sufficient quantity.
- d. Off-site food preparation will be permitted only if nutritional and sanitary standards are maintained as well as any standards which may be required by the State and/or local Commissioners of Health.

- e. The Provider shall comply with any applicable county or local health and fire regulations relating to kitchen operations.

3. Supervision Services

- a. Supervision services shall include, but not be limited to:
 - intake and assessment;
 - recording a daily census;
 - monitoring residents to identify abrupt or progressive changes in behavior or appearance which may signify the need for further assessment and service;
 - surveillance of the grounds, facility and activities of residents to prevent theft and resident harm;
 - handling individual emergencies, including arranging for medical care or other services;
 - conduct and supervision of evacuations and periodic fire or evacuation drills;
 - investigation and recording of incidents involving resident endangerment, injury or death;
 - guidance to encourage residents to attend meals and maintain appropriate nutritional intake;
 - guidance to encourage residents to perform personal hygiene and grooming activities; and
 - Guidance to encourage residents to dress appropriately for weather and activities.
- b. All staff shall be trained in the means of rapidly evacuating the building.
- c. In the event that a resident develops a medical condition which requires immediate or continual medical or skilled nursing services which cannot be provided on an outpatient basis, or which constitutes a danger to self or others, the Provider shall:
 - make arrangements for transfer of such resident to an appropriate medical facility and
 - notify the resident's representative or next of kin if known.
- d) In the event that a resident exhibits behavior which constitutes a danger to self or others, the Provider shall:
 - arrange for appropriate professional evaluation of the resident's condition;
 - notify the resident's representative or next of kin if known and
 - make appropriate arrangements for transfer of the individual to a facility providing the proper level of care.
- e) In the event of the serious injury or death of a resident the Provider shall:
 - immediately obtain necessary assistance and services;
 - notify the resident's next of kin or representative and
 - notify the appropriate local authorities.
- f. The Provider shall maintain a record of all resident injuries or death.
- g. The Provider shall designate staff to perform supervision functions during all hours of operation.
- h. A minimum of one staff responsible for supervision of residents shall be awake, on-duty and on-site at all times. The facility shall maintain such staffing on a 24/7 basis, in order to ensure appropriate resident access to the site as further described under Section F.
- i. The Provider may utilize trained volunteers in lieu of paid staff, and agrees to assume full responsibility for training and supervision of volunteers used as well as for their performance within the facility's programs.
- j. Staff shall be immediately accessible at all times while on duty.

- k. Provision shall be made for backup staff.
- l. Staff may be assigned other duties which do not interfere with their accessibility, provided that such staff remains responsible and available for the supervision of residents.

4. Resident's Shelter Budget

- a. To encourage self-sufficiency of individuals/families who have earned and unearned income, the Provider will facilitate a habit among individuals/families of budgeting for rent and other household expenses.
- b. Eligible individuals/families will be responsible for paying a budgeted shelter amount as calculated by DSS through State regulation and noted in his/her notice of eligibility and documented in his/her ILP.
- c. The Provider shall be responsible to collect the required budgeted shelter payment amount directly from eligible individuals/families, and claim any remaining shelter cost balance, if any, to DSS.

5. Information and Referral Services

- a. The Provider shall have knowledge of and linkages with community resources which can assist each resident to maintain or improve his/her level of functioning.
- b. Information and referral services shall include:
 - establishing linkages with and arranging for services from public and private sources for income, housing, health and social services;
 - cooperating with providers of services essential to residents;
 - assisting residents to secure services needed.
- c. The Provider shall utilize and cooperate with external service providers and shall:
 - permit residents to meet in privacy with service providers;
 - in no way inhibit access to residents who need and desire services;
 - identify persons in need of services and assist external service providers in establishing a relationship with those residents and
 - cooperate with service providers in executing a plan for service for individual residents.
- d. The Provider shall designate sufficient staff to perform information and referral services, as well as such housing and self-sufficiency services as are necessary to achieve the agreed upon performance targets and milestones as specified in Exhibit 2.

D. Involuntary Discharge or Transfer

1. Upon entry to a facility, the resident will be advised in writing of the rules of the facility and resident rights and obligations while residing in the facility.
2. In the instance of an involuntary discharge from a facility, the Provider will observe all of the following which are applicable:
 - a. Upon request, the resident will be provided written notice of the discharge decision and of the reasons thereof.
 - b. If criminal activity may have occurred the appropriate law enforcement agency will be contacted.
 - c. The resident's need for protective services for adults, protective services for children or for other social services will be evaluated and an appropriate referral made, if practical and necessary.

- d. If the resident to be discharged is a minor child or the sole parent or caretaker relative of a child under the age of eighteen, appropriate referrals are made to ensure the provision for care, services and support are made available for the minor child and family.
- e. The appropriate ACDSS and/or Homeless and Travelers Aid Society staff have been notified of the impending discharge and any needs for placement in an alternate setting.
- f. The discharge decision and reasons thereof will be fully documented in the facility's records and made available to the Department upon request.

E. Service Relationships

1. The Provider agrees to cooperate in efforts made by the Department to engage the resident in plans for seeking permanent housing and appropriate social services.
2. The Provider agrees to cooperate with the Department in the development of procedures and communication protocols relating to implementation of State regulations pertaining to homelessness and the provision of emergency shelter, including but not limited to 96 ADM-20.

F. Resident Access to the Facility

The Provider shall encourage residents to be appropriately engaged in off-site daytime activities, and particularly those related to securing permanent housing or other residential placement. However, individuals shall be afforded access to the facility, on a 24 hour basis, when necessary due to illness, disability, age or circumstances which would result in their having no appropriate, alternative indoor site. The Provider will staff the facility on a 24 hour basis in order to ensure such access. Under no circumstances shall the Provider close the facility during daytime hours and require all residents to leave.

IV. Monitoring and Evaluation

1. The Department reserves the right to conduct on-site evaluation of the services provided as specified in Article VI of this Agreement.
2. The Provider agrees to provide the Department with a copy of its by-laws.
3. The Provider agrees to provide the Department with such reports as are specified in Exhibit 2 or as otherwise agreed upon.

EXHIBIT 2

Reimbursement and Reporting

I. Billing and Reimbursement - The Department will reimburse the Provider for expenses incurred according to the following.

A. Eligibility

1. The Department will reimburse the Provider for shelter stays of individuals who have established eligibility under the appropriate public assistance program(s).
3. Eligibility determinations, reimbursements and payment of benefits to the recipient will be made in compliance with current federal and State regulations.
3. Reimbursement will be provided only for dates of stay where an individual is actually present overnight at the facility. Overnight absences are not reimbursable under public assistance regulations and must not be included on bills submitted to the Department, unless case-specific approval has been obtained from the Department. Note that the Department's routine authorization process for a period of shelter stay is not sufficient for these purposes.
4. Based on State regulations, when an individual or family has available income (earned or unearned), DSS will budget the income to reduce the need for Temporary Assistance. The budget will reflect the amount of responsibility the individual and/or family needs to pay for some or all of the cost of the shelter stay directly to the Provider. DSS will pay the balance of the shelter cost after the individual/family's shelter payment is deducted from the claim.

All shelter residents for whom the facility seeks reimbursement are required to make a public assistance application in-person at the Department. In the instance that as the result of compelling circumstances (ex. Department offices closed, illness, physical or mental disability), an individual potentially eligible for Safety Net benefits is unable or unwilling to make application directly with the Department, the Provider may forward to the Department a completed public assistance application, in conformance with such specifications and time-frames as the Department may require. Presuming that the resident's eligibility for Safety Net benefits can be established, based upon the information provided in the mail-in application, the Department will provide reimbursement to the Provider. Note that reimbursement provided through mail-in applications is wholly dependent upon annual renewal of and subject to all terms of the governing waiver from NYSDSS.

At a minimum, the following specific guidelines will apply although the Department may at any time introduce revisions, at its discretion, assuming that appropriate prior notice has been provided to the Provider.

- a. Reimbursement can be provided under a mail-in application only to those individuals whose categorical eligibility relates to the Safety Net program.
 - b. Reimbursement cannot be issued under a mail-in application for persons who are active recipients of Safety Net, TANF or SSI benefits.
 - c. A completed application for public assistance, adequate to establish eligibility, must accompany all bills sent under the mail-in process and must be received by the Department as soon as possible, but in no event later than 30 days following the date of client signature.
5. Periods of shelter stay eligible for reimbursement under a mail-in application will be limited as follows.
- a. No more than one period of stay (i.e. consecutive days) per month.

- b. A single period of stay may consist of no more than 5 consecutive days.
 - c. No more than three (3) stays in a six month period or during more than three consecutive months.
6. The Department will indicate the results of its initial eligibility determination on a designated form, and will provide same to the resident. This form will include an indication of acceptance or denial.
 7. Should an applicant be determined ineligible at the time of the initial interview, the Department shall not be held responsible for any portion of the shelter stay. In the instance that ineligibility is determined subsequent to the initial interview; the Department will assume payment responsibility up to the date ineligibility is established.
 8. In the event that an inter-jurisdictional dispute arises, the Department will provide reimbursement for the resident's stay.

B. Reimbursement

1. The Department will provide reimbursement to the Provider in the amount specified in Article XI, as detailed below.
 - a. At monthly intervals, reimbursement under the “Room and Board” component will be authorized to the Provider, in equal payment amounts, upon the Provider’s submittal of a report of specific persons sheltered, their dates of stay, room and board costs collected from individuals and/or family, and TA-eligibility status and accompanied by copies of all related “shelter authorization letters” issued by the Department. Payments will be reconciled on a quarterly basis, based upon an accounting of the total public assistance-eligible bed days anticipated for the period and those actually provided. Short-falls not justified through the “hold harmless” provisions outlined below will result in a payment adjustment commensurate with the extent of the short-fall.
 - b. Payment under the “Enhanced Performance” component will be issued at monthly intervals upon submittal by the Provider of a report of actual case-specific, milestone achievement. The performance target and milestones to be utilized for the contract period are specified in the Shelter Performance Milestone Reporting form provided by the County. Payment will be issued in equivalent monthly amounts based upon the Provider achieving the targeted milestone levels detailed in the milestone reporting form. Milestone reports are due to Albany County no later than the 15th of the following month. All shelter individuals’ achievement will be counted for these purposes, regardless of PA-eligibility status
 - c. Additional Hospital discharge/disabled room and board component will be authorized on a monthly basis to the provider, upon the Provider’s submittal of a report of specific persons sheltered, their dates of stay and PA eligibility status and accompanied by copies of all related “shelter authorization letters” issued by the Department. All milestone achievements will be anticipated with no reimbursement only for the room and board cost. Utilization of bed space and reimbursement will be based on need only.
2. The Provider will be “held harmless” from fiscal penalty for failure to achieve designated levels under either the “Room and Board” or “Enhanced Performance” components, upon their submittal of a report documenting that such failure was not related to factors under their control. Standards and reporting forms to be used for these purposes will be mutually developed and agreed-upon between the Department and the Provider. At a minimum, they will reflect the following.
 - a. The Provider will be held harmless for failure to achieve the minimum nightly average of PA-eligible bed nights, upon the submittal of documentation demonstrating that during the period, a) due diligence was exercised in assisting residents to apply for temporary assistance benefits and b)

facility occupancy was maximized through compliance with agreed-upon standards for admissions decisions, bed hold policies and involuntary discharges. Standards for defining “due diligence”, admissions/involuntary discharge criteria and bed hold policies will be mutually agreed-upon by the Department and the Provider.

- b. The Provider will be held harmless for failure to achieve required milestone levels under the “Enhanced Performance” component when documentation is provided that due diligence in related service provision has been exercised and that such failure was due to circumstances beyond the facility’s control, including but not limited to low referral volume or occupancy levels for the period, despite compliance with standards for admissions decisions, involuntary discharges and bed hold policies.
 - c. The Provider may, at any time, request renegotiation of the performance criteria. Such requests shall be submitted in writing to the Department and accompanied by such documentation and evidence as may be appropriate to justify the request. Any renegotiation will need to fully consider the reasonableness of achievement levels actually anticipated, in view of related funding amounts. The Department will maintain final discretion to renegotiate criteria.
6. All performance under this contract will be considered to be cumulative. In the event that the Provider fails to meet agreed-upon standards during a given period, yet exceeds projections during other periods, reimbursement will be restored in accordance with cumulative totals achieved to date.

Performance-Based Contract Summary

Dates of Operation: 7/1/2019- 6/30/2020 (365 operating days)

Maximum Shelter Capacity: 30 beds, 10,950 bed days

Maximum Contract Amount: \$602,000

Room and Board Component: \$400,000

Minimum PA-Eligible Bed Days: 9,125

Average per Night PA-Eligible Beds: 25 (including 8 medical beds (lower bunk))

Enhanced Performance-Based Component: \$202,000

The maximum contract capacity is 30 beds. Minimum PA-Eligible bed days for this contract period are 25 daily and 9,125 bed nights yearly. **Performance target and milestone enhancement are as follows for this contract term:**

Shelter: Interfaith Partnership for the Homeless
Enhanced Performance-Based Component: \$202,000
Maximum Shelter Capacity: 30
Minimum PA-Eligible Bed Days: 9,125
Average per Night PA-Eligible Beds:25

****REPORTS ARE DUE NO LATER THAN THE 15TH OF THE FOLLOWING MONTH**

Completed Reports should be sent electronically to

David.Bradley@albanycountyny.gov

Lindsay.Peters@albanycountyny.gov

Valerie.Sacks@albanycountyny.gov

Shelter Numbers	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Total Number of unduplicated individuals who were <u>newly</u> admitted for emergency/transitional shelter												
Cumulative total number of single individuals served (not in families) Duplicative number.												
Total Number of unduplicated families served.												
Avg. number of persons in families												
Cumulative total number of families served. (Duplicative number).												
Age Ranges (unduplicated)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
0-17												
18-24												
25-59												
60+												
*AVG Length of Stay (Unduplicated individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
3 days or less												

<15 days												
16-30 days												
31-60 days												
61-90 days												
91-120 days												
121-180 days												
181 or more days												
No Show												

**Average Length of Stay should denote the number of individuals that fall into each of the categories noted (e.g. 4 individuals were 3 days or less; 10 individuals were 31-60 days, etc.)*

Criminal Justice System Involved (Unduplicated Individuals)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Parole												
Probation												
Sex Offender Level 1												
Sex Offender Level 2												
Sex Offender Level 3												

MILESTONES

Milestone #1	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
For those clients who are there for 3 business days or more, 75% of Shelter Clients will meet with a Shelter Case Manager to develop a written Independent Living Plan that includes individualized goals focused on long-term housing stability.												
Milestone #2	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec

For those shelter clients who are seen by a Case Manager, 75% of Shelter Clients will be linked (appt scheduled), newly engaged (engaged during shelter stay), engaged (attends appoint during shelter stay), already engaged (engaged with supportive service prior to shelter stay and continues to stay engaged), Continues to be engaged (newly engaged who continue to stay engaged during shelter stay), Re-Engaged (client dis-engaged and was re-engaged during shelter stay) to a supportive service during their shelter stay that will further their ability to achieve long-term housing stability (data captured on date of discharge):

# of Shelter Clients who met with a Case Manager, with or without an ILP in place.												
--	--	--	--	--	--	--	--	--	--	--	--	--

Mental Health Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Substance Abuse Treatment												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Adult Protective Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Rep Payee Services												
Linked												
Engaged												

Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Primary Care Physician Assistance

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Health Care Services

(other than PCP services e.g. dental, chronic disease mgmt., etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Health Insurance (other than Medicaid)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Legal Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Domestic Violence Services												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Educational (HSE/TASC, Adult Learning Classes, etc.)/Vocational Support (BOCES, Trade/Technical School, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Employment Services												
Linked												
Newly Engaged												

Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Financial Assistance
(applying for SSI, SSD,
unemployment, spousal support,
etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Housing Related Services
(completing housing apps,
conducting apt. searches, etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												

Parenting Support (e.g.
Healthy Families, Life Skills
classes, Parenting Classes,
etc.)

Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												

Not Applicable												
Milestone #2 (cont'd)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Children Support (e.g. after school program, summer camps, etc.)												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Other (explain):												
Linked												
Newly Engaged												
Already Engaged												
Continues to be Engaged												
Re-Engaged												
Not Applicable												
Milestone #3	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
80% of individuals, while in shelter, will obtain <u>or</u> increase income. (unduplicated numbers)												
Number of clients who report <u>no income</u> or benefits <u>at admission</u> .												
Number of clients who apply for employment												
Number of clients who obtain SSI, SSD or SS benefits while in shelter.												
Number of clients who obtain Employment Income once in shelter												

Number of clients who obtained Public Assistance while in shelter.												
Number of clients who increased their income while in shelter.												

Milestone #4	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Actual # of Shelter Clients with earned income paying towards shelter costs

Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are <u>required to pay</u> divided by total amount of income collected)</i>												

Actual # of Shelter Clients with unearned income paying towards shelter costs

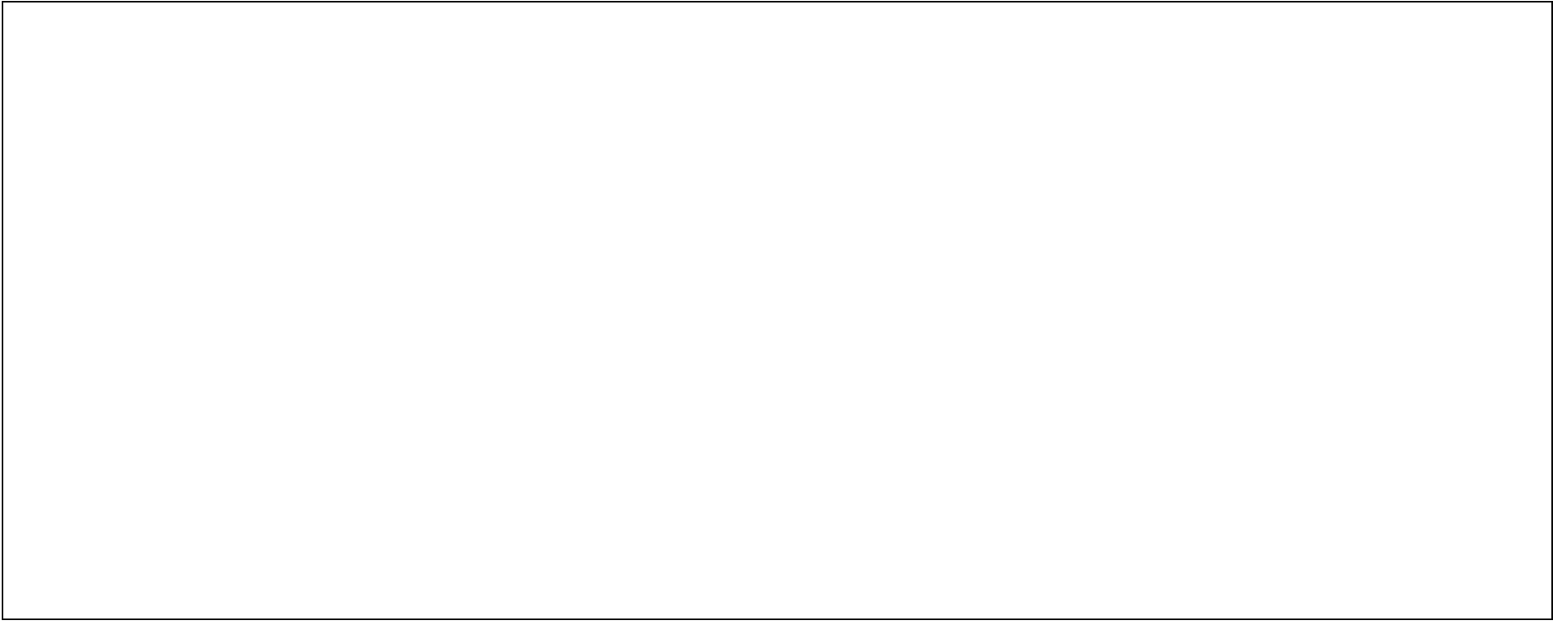
Number of clients who contribute towards their shelter costs.												
Number of clients shelter attempted to collect payment; client refused, DSS was notified.												
Overall avg. percentage of income clients paid towards their required shelter costs <i>(total amount of what all clients are <u>required to pay</u> divided by total amount of income collected)</i>												

Milestone #5	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
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Of those Shelter Clients who are seen by a Case Manager, 60% of Shelter Clients will be discharged to a unit of permanent housing or to an appropriate (unduplicated number) (both short term and long term):

Number of Shelter Clients moved to permanent housing (unduplicated)												
Residential Program												
Transitional Housing												
Treatment Facility												
Psychiatric Facility												
Assisted Living												
Nursing Facility												
Hospital Facility												
Tier II Shelter												
Other (explain):												
Milestone #6	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept.	Oct	Nov	Dec
Met HMIS reporting requirements												

Comments/Notes



APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean Interfaith Partnership for the Homeless.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.
4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business

- Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
 7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
 8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
 9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
 10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
 11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.
2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be July 1, 2019 - June 30, 2020. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.

2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.

RESOLUTION NO. 163

AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING TRANSITIONAL SHELTER SERVICES

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with Interfaith Partnership for the Homeless regarding emergency and transitional shelter services for eligible homeless individuals in an amount not to exceed \$720,000 for a term commencing July 1, 2020 and ending June 30, 2021, and

WHEREAS, Pursuant to New York State Social Services Law, local social services districts are required to provide emergency and transitional shelter services to public assistance eligible homeless persons, and

WHEREAS, Interfaith Partnership for the Homeless is a 30-bed facility which serves both male and female public assistance-eligible adult homeless persons and homeless individuals with disabilities, and

WHEREAS, Interfaith will provide eight emergency and transitional shelter services for homeless individuals, including room and board, linkage to needed community services and assistance in securing permanent housing and/or residential placement for individuals who have special needs, disabilities such as mental illness, alcohol or substance abuse, mental retardation, developmental disability or medical frailty, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Interfaith Partnership for the Homeless regarding emergency and transitional shelter services for eligible homeless individuals in an amount not to exceed \$720,000 commencing July 1, 2020 and ending June 30, 2021, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

MICHELE G. MCCLAVE
COMMISSIONER

ERIN M. STACHEWICZ
DEPUTY COMMISSIONER

LISA A. FREEDMAN
DEPUTY COMMISSIONER

March 3, 2020

Hon. Andrew Joyce, Chairman
Legislative Clerk's Office
112 State St., Room 710
Albany, NY 12207

Dear Chairman Joyce,

The Department of Social Services respectfully requests legislative approval for the following:

Pursuant to 18 CRR-NY 304.1, local social service districts must apply to reimburse providers for Code Blue, additional services. Therefore, we are requesting to accept the NYS supplement of \$315,264.

The funds will be passed through to Interfaith Partnership for the Homeless (\$188,632), Homeless and Traveler's Aid Society (\$30,632), Council of Community Churches (\$70,000) who provided these mandated services. Additionally, Albany County Department of Social Services is requesting to receive \$26,000 for expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for Code Blue.

Sincerely,

Michele G. McClave
Commissioner

cc: Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1547, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Social Services (Code Blue Shelter)

Date: 2/24/2020
 Submitted By: Joseph J. DeAngelis
 Department: Social Services
 Title: Contract Administrator
 Phone: 518-447-7583
 Department Rep.
 Attending Meeting: Michele G. McClave

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) Pass-through funding

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):

Albany County Dept. of Social Services
162 Washington Avenue, Albany, NY 12210

Additional Parties (Names/addresses):

Interfaith Partnership for the Homeless
176 Sheridan Avenue, Albany, NY 12210

Homeless and Traveler's Aid Society
136 Central Ave., Albany, NY 12206

Council of Churches
646 State Street, Albany NY 12210

Amount/Raise Schedule/Fee: \$315,264
Scope of Services: The subject Providers and Albany County DSS will provide Code Blue shelter services to protect homeless individuals from inclement winter weather when temperatures decrease to 32 degrees or below.

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: 18 CRR-NY 304.1

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

County Budget Accounts:

Revenue Account and Line: AA6140 03640
Revenue Amount: \$315,264

Appropriation Account and Line: AA6140 44046
Appropriation Amount: \$315,264

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 10/1/2019 - 9/30/2020
Length of Contract: 12 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 236
Date of Adoption: 6/10/2019

Justification: (state briefly why legislative action is requested)

18 CRR-NY 304.1 was established to protect homeless individuals from inclement winter weather when temperatures decrease to 32 degrees or below. The order requires homeless individuals are directed and offered to move to shelter during inclement winter weather thus avoiding hypothermia, serious injury and death. It also requires homeless shelters to extend their hours of operations so that those without shelter can remain indoors. Albany County Department of Social Services has several contracted shelters which historically provide these shelter services. With this Code Blue mandate, local social service districts must apply to NYS OTDA for reimbursement for Code Blue services. We are requesting to apply for and accept the NYS Code Blue supplement. Code Blue funds will be passed through to Interfaith Partnership for the Homeless (\$188,632), Homeless and Traveler's Aid (\$30,632) and Council of Community Churches (\$70,000) who provide these mandated services.

During Code Blue, Interfaith Partnership for the Homeless (IPH) operates its low-barrier Safe Haven Shelter from mid-November through early April and serves homeless adults who have no other options for shelter and would otherwise be residing on the street, in abandoned buildings, or in other places not meant for human habitation. Safe Haven

provides overnight shelter, a hot meal, access to free laundry services, showers, clothing, and hygiene items, and case management services.

Additionally, Capital Area Council of Church's Emergency Overflow Shelter is contracted by DSS to operate a 19 bed shelter from November 1st through April 30th at a rate of \$33 per bed night. The majority of the men staying in this shelter are not Temporary Housing Assistance (THA) eligible and would otherwise have no other place to stay.

Homeless and Travelers Aid Society (HATAS) is contracted by DSS to make all shelter referrals during DSS non-business hours. HATAS also chairs the Albany Code Blue Subcommittee. During Code Blue, HATAS is responsible to support the Code Blue shelters (an additional 120 beds) with after-hours intake, referral and transportation assistance.

Funds will also be utilized by Albany County Department of Social Services (DSS) (\$26,000) for expenses incurred for motel payments housing individuals who would not have been otherwise eligible for temporary housing assistance if not for code blue. These individuals were either do not admit at all shelters, disqualified from Temporary Housing Assistance (THA) due to multiple Independent Living Plan violations, or were found sleeping on the street and refused to come to DSS for shelter placement.



Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

MICHAEL P. HEIN
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

January 24, 2020

Michele McClave, Commissioner
Albany County Department of Social Services
162 Washington Avenue
Albany, New York 12210

Dear Commissioner McClave:

I am pleased to inform you that the attached budget for Albany County Department of Social Services submitted to OTDA to implement Office regulation 18 NYCRR 304 (Code Blue) has been approved. Enclosed, please find claiming instructions for these expenditures.

If you have any questions or need additional information, please feel free to contact me at (518) 474-3080 or by email at Richard.Umholtz@otda.ny.gov or Sarah Watson at (518) 473-7367 - email Sarah.Watson@otda.ny.gov.

Sincerely,

Richard Umholtz
Director
Bureau of Housing and Support Services
Integrated Family Assistance Programs

Attachments

cc: Commissioner Hein
Barbara Guinn
Krista Rock
Jeffrey Gaskell
Michael Kendall
Renee Nowicki
Douglas Goglia
Sarah Watson
Michael Cody



Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

MICHAEL P. HEIN
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

Attachment 1

Homelessness During Inclement Weather (Code Blue)

Application Information

Amount Requested: Amount Requested: \$96,000 (DSS request is separate from our contracted providers' request (Interfaith \$188,632 and HATAS \$30,632. Total request for all of Albany County will be \$315,264).

District Name: Albany County

Contact Name: Valerie Sacks

Telephone Number: 518-447-7399

Fax Number: 518-447-7407

Email Address: Valerie.Sacks@albanycountyny.gov

Application Checklist

- Attachment 1 – Application Information and Checklist:
- Attachment 2 – Justification for Additional Funding:
- Attachment 3 – Budget Form by Budget Category:
- Attachment 4 – Budget Narrative by Budget Category:

I (We), the undersigned, attest that I am (we are) authorized to submit the attached applications and that such provisions will remain valid through September 30, 2020.

Michele G. McChave Commissioner
 (Please print or type) (Title)

[Signature] 9/13/19
 (Signature) Date:



Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

MICHAEL P. HEIN
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

Attachment 2

Homelessness During Inclement Weather (Code Blue) Justification for Additional Funding

If funds are requested, this form (Attachment 2) should be used to explain in detail the need for additional funding. Be sure to provide an estimate of the average number of clients expected to be served per night and the total number of nights expected to provide Code Blue services.

Cost reimbursement will be considered where the district has demonstrated and justified a need for funds. Reimbursement of reasonable additional costs incurred related to the regulation are subject to OTDA and Division of the Budget approval. Only reasonable, additional expenditures that are directly related to carrying out the regulation and that are not funded in any other way can be claimed. All plans must be received at OTDA by Friday, September 13, 2019.

Please identify the estimated average number of clients expected to be served during the period October 1, 2019 – September 30, 2020 on nights that Code Blue services are provided. Estimates should be based on the number of clients served in prior years. (For example, *“Expecting to serve an average of 8 clients per night that Code Blue services are required.”*) Albany County is expecting to serve an average of 75 clients per night.

Please identify the total number of nights during the period October 1, 2019 – September 30, 2020 that temperatures, taking into account wind chill, are expected to go below 32F. Estimates should be based on the number of nights that Code Blue services were necessary in prior years. (For example, *“Expecting 85 total nights where it will be necessary to provide Code Blue services during the October 1, 2019 – September 30, 2020 period.”*) Albany County is expecting 145 total nights where it will be necessary to provide Code Blue services during the October 1, 2019-September 20, 2020 period.

During the plan period, districts should track the actual number of clients served on nights that Code Blue services are provided.

Justification for additional funding:

Albany County is seeking funding for Code Blue expenditures which our contracted providers: HATAS, Interfaith Safe Haven, and Council of Community Churches Overflow Shelter incur during Code Blue and also for County expenditures that occur for Code Blue placement in hotel/motels.

Homeless and Travelers Aid Society (HATAS) is contracted by ACDSS to make all shelter referrals during ACDSS non-business hours. HATAS also chairs the Albany Code Blue Subcommittee. During Code Blue, HATAS is responsible to support the Code Blue shelters (an additional 120 beds) with after-hours intake, referral, and transportation assistance. HATAS is in need of additional funding that will cover salary costs, fringe benefit costs, supply costs, utility costs, other administrative costs, and costs related to client transportation.

Albany County contracts with the Capital Area Council of Church's Emergency Overflow Shelter to operate a 19 bed shelter from November 1st through April 30th at a rate of \$33 per bed night. The majority of the men staying in this shelter are not THA eligible and would otherwise have no other place to stay. ACDSS is looking for additional funding to cover the costs of these overflow shelter stays.

During Code Blue, IPH operates its low-barrier Safe Haven Shelter from mid-November through early April and serves homeless adults who have no other options for shelter and would otherwise be residing on the street, in abandoned buildings, or in other places not meant for human habitation. Safe Haven provides overnight shelter, a hot meal, access to free laundry services, showers, clothing, and hygiene items, and case management services. The shelter is open every night, from 5pm – 8am, and is staffed by a minimum of two IPH employees on every shift. As mentioned, the shelter serves an average of 45 individuals each night and served a total of 352 different individuals over the course of the 2018/2019 season. Individuals served by Safe Haven face a range of barriers to successfully accessing traditional shelter, including active substance use, untreated mental illness, behavioral challenges, shelter sanctions, and a general mistrust of providers. Safe Haven provides a safe, supportive, and flexible alternative to ensure the most vulnerable members of the community are cared for during the coldest months of the year. Interfaith Partnership for the Homeless' Safe Haven shelter, which is only open during Code Blue, serves the hardest to place individuals. These are individuals who would otherwise be living on the street.

Albany County Department of Social Services (ACDSS) spent \$32,438 during the 2018-2019 Code Blue Season. This money was spent on motel and overflow shelter placement payments to house individuals who would not have been eligible for temporary housing assistance if not for code blue. These individuals were either a "do not admit" at all other shelters, disqualified from THA due to multiple Independent Living Plan violations/sanctions, or were found homeless, sleeping on the street, and refused to come to ACDSS for shelter placement. ACDSS is in need of additional funding that will cover the costs of motel stays.



Homelessness During Inclement Weather (Code Blue)
Budget Form

Social Services District Albany County
Provider Agency Albany County DSS

Budget Categories					
	ADMINISTRATION COSTS		PROGRAM COSTS		TOTAL COSTS
SALARY COSTS					
1. Salary Costs				\$	-
2. Fringe Benefits				\$	-
3. Total Salary & Fringe Benefits	\$	-	\$	-	\$
NON-SALARY COSTS					
4. Contractual Costs	\$	289,264		\$	289,264
5. Travel Costs				\$	-
6. Equipment Costs				\$	-
7. Supplies				\$	-
8. Other Direct Expenses	\$	26,000		\$	26,000
9. Total Non-Salary Expenses	\$	315,264	\$	-	\$ 315,264
CLIENT RELATED COSTS					
10. Assistance Direct to Clients			\$	-	\$
11. Transportation	\$	-	\$	-	\$
12. Other				\$	-
13. Total Client Related Costs	\$	-	\$	-	\$
14. Total Project Costs	\$	315,264	\$	-	\$ 315,264

Budget Narrative - Please use Attachment 4 to provide a brief narrative for categories 1, 2, 4, 5, 6, 7, 8, 10, 11, and 12.



Office of Temporary and Disability Assistance

ANDREW M. CUOMO
Governor

MICHAEL P. HEIN
Commissioner

BARBARA C. GUINN
Executive Deputy Commissioner

Attachment 4

Homeless During Inclement Weather (Code Blue)

Budget Narrative Form by Budget Category:

Along with narrative; please give a detailed (i.e., line item) breakout of the specific costs identified in each category. These line items should total to the amount entered in Attachment 3 for each respective category.

Social Services District: [Click here to enter text.](#)

Salary Costs:

Fringe Benefits Costs:

Contractual Costs: \$289,264

HATAS Total Code Blue Contractual Cost: \$30,632

Salary Costs: \$19,050 Program Director 10% FTE (\$60,000*.10 = \$6,000) On-Call employees for 145 Code Blue Days at the base rate of \$90 per day. HATAS will cover the Weekend and Holiday overages. (100 Code Blue days * \$90 per day = \$13,050) **HATAS Fringe Benefit Costs: \$4,382** FICA, Workers Compensation, Unemployment, Health Insurance (23%). **HATAS Supplies Cost: \$300** Six boxes of office paper for intake/referral forms, log sheets, grace night slips: (\$50 x 6 = \$300).

HATAS Other Direct Expenses: \$800 Utilities – Cell phones \$200 per month for all On-Call cell phones, December thru March. (\$200 per month x 4 months = \$800). There are eight cell phones in use.

HATAS Client Transportation Expenses: \$3,100 Two ride bus passes 10 per Code Blue day (100 days x 10 passes x \$2.60 per pass = \$2,600) Taxi/Ride Share (\$500). In 2019 CDTA eliminated one ride bus pass, therefore we have to purchase two-ride passes to serve the 10 consumers per Code Blue Day.

HATAS Other Expenses: \$3,000 Agency Administration – Actual allocated expenses for general agency overhead to support Code Blue and 24 Hour Emergency Services Program including salaries, benefits, office, and occupancy costs. Code Blue continues to increase HATAS' overall administration, supervision, staff time, cell phone communication with clients, providers, and DSS as well as client transportation expense.

Interfaith Contractual Cost: \$188,632

Salary Costs: \$120,899 Supervisor .3 FTE, Shelter Attendants 3 FTE per shift (working from 4:30pm – 8:30am Monday thru Friday, 24 hour shifts Saturday and Sunday. Each night on average 45-50 individuals: November 11, 2019-April 15,2020. **Interfaith Fringe Benefit Costs: \$30,033** FICA, Workers compensation, Unemployment, Health Insurance; November 11, 2019-April 15,2020.

Interfaith Supplies Costs: \$14,000 Food (Breakfast and Dinner) and Household Supplies (laundry detergent, paper products, towels, soap, cots, blankets, clothing, etc.: November 11, 2019-April 15, 2020. **Interfaith Other Direct Expenses Costs: \$23,700:** Staff Training, Insurance, Fuel, Pest control, Utilities and Rent (for 6 months) November 11, 2019 – April 15, 2020

Council of Community Churches Contractual Cost: \$70,000

Per Diem costs include salaries, fringe, supplies, other direct expenses for each room each night. Albany County contracts with the Capital Area Council of Church's Emergency Overflow Shelter to operate a 19 bed shelter from November 1st through April 30th at a rate of \$33 per bed night. The majority of the men staying in this shelter are not THA eligible and would otherwise have no other place to stay. ACDSS is looking for additional funding to cover the costs of these overflow shelter stays.

Travel Costs: [Click here to enter text.](#)

Equipment Costs: [Click here to enter text.](#)

Supplies: [Click here to enter text.](#)

Other Direct Expenses:

ACDSS: **\$26,000** for motel costs at \$55 per night.

Assistance Direct to Clients: [Click here to enter text.](#)

Client Transportation: [Click here to enter text.](#)

Other: [Click here to enter text.](#)

RESOLUTION NO. 164

AUTHORIZING AGREEMENTS WITH NEW YORK STATE OFFICE OF TEMPORARY DISABILITY ASSISTANCE AND VARIOUS PROVIDERS REGARDING REIMBURSEMENT FOR CODE BLUE SERVICES IN ALBANY COUNTY

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, Pursuant to 18 NYCRR 304.1 New York State has implemented regulations intended to protect homeless individuals from inclement winter weather and the risk of hypothermia, serious injury and death where temperatures drop to 32 degrees or below by requiring homeless shelters to extend their hours of operation, and

WHEREAS, The Commissioner of Social Services has indicated that local social services districts and not for profits are required by the aforementioned regulations to ensure that eligible persons who are believed to be homeless are provided with safe, clean, and well maintained facilities during such periods of cold weather, and

WHEREAS, The Commissioner has further indicated that Interfaith Partnership for the Homeless, the Homeless and Travelers Aid Society, and the Capital Area Council of Churches have extended their hours of operation for their drop-in shelters to include weekends for overflow of homeless persons during Code Blue days during the recent winter season, and

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with the NYS Office of Temporary Disability Assistance (NYSOTDA) regarding reimbursement for the aforementioned Code Blue services in the amount of \$315,264 for the term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Commissioner also has requested authorization to enter into agreements with Interfaith Partnership for the Homeless in the amount of \$188,632, Homeless and Traveler's Aid Society (HATAS) in the amount of \$30,632, and the Capital Area Council of Churches in the amount of \$70,000 for providing additional shelter services for the term commencing October 1, 2019 and ending September 30, 2020, and

WHEREAS, The Commissioner has indicated Albany County will also receive \$26,000 of the supplemental grant funding for reimbursements associated with the housing of individuals who would not have been otherwise eligible for temporary housing if not for Code Blue, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYS OTDA regarding reimbursement for Code Blue services in the amount of \$315,264 for the term commencing October 1, 2019 and ending September 30, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with Interfaith Partnership for the Homeless in the amount of \$188,632, HATAS in the amount of \$30,632, and the Capital Area Council of Churches in the amount of \$70,000 regarding Code Blue shelter services for the term commencing October 1, 2019 and ending September 30, 2020, and, be it further

RESOLVED, By the Albany County Legislature that the County is also authorized to receive \$26,000 of the supplemental grant funding for reimbursements associated with the housing of individuals who would not have been otherwise eligible for temporary housing if not for applicable regulations referenced above, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DEBORAH C. RIITANO
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

February 24, 2020

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative approval to amend the Contract with Assess Transit, Inc. (operated by Capital District Transportation Authority) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible older adults living in Albany County. Transportation to vital services includes; Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The Contractor shall also provide education on fare products to older adults that qualify for Special Transit Available by Request (STAR) Services. The brokerage services include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization.

The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible older adults. Access Transit, Inc. has requested additional funding due to an increase in specialized transportation services for program eligible older adults. This Amendment, to the prior approved Access Transit Contract for \$580,000.00, increases the contract amount \$21,080.00, totaling \$601,080.00. DFA will ensure that available resources are prioritized to provide vital transportation services to older adults in Albany County that do not have access to other means of transportation.

Amendment Amount - \$21,080.00
Funding Source – 100% - State

Contract Term – 1/1/2019 – 12/31/2019
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1532, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to amend contract with Access Transit, Inc. (Capital District Transportation Authority) who provide transportation services for older adults in Albany County.

Date: 2/20/2020
 Submitted By: Patrick Dillon
 Department: Aging
 Title: Contract Administrator
 Phone: 518 447 7733
 Department Rep.
 Attending Meeting: Deborah Riitano, Commissioner

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):

Access Transit, Inc. (CDTA)
85 Watervliet Avenue Albany, New York 12206

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$21,080.00

Scope of Services: The Department for Aging (DFA) requests legislative approval to amend the contract with Assess Transit, Inc. (operated by Capital District Transportation Authority) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible older adults living in Albany County.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 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: 3782
Revenue Amount: \$21,080.00

Appropriation Account and Line: 44046
Appropriation Amount: \$21,080.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 1/1/2019 to 12/31/2019
Length of Contract: 12 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 17
Date of Adoption: 2/11/2019

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative approval to amend the contract with Assess Transit, Inc. (operated by Capital District Transportation Authority) to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible older adults living in Albany County. Transportation to vital services include; Medical Appointments, Pharmacy, Grocery Shopping and/or Food Pantry, Adult Day Care, and Congregate Meal Sites. The brokerage services include receipt and disposition of transportation requests, transportation vendor network management, and coordination of transportation services to deliver quality services at the lowest cost and analysis and reporting of transportation services utilization. The Department for Aging offers a limited number of prioritized transportation trips to vital destinations for program eligible older adults. Access Transit, Inc. has requested additional funding due to an increase in specialized transportation services for program eligible older adults. This Amendment, to the prior approved Access Transit contract for \$580,000 increases the contract amount \$21,080 which is available in the 2020 budget totaling \$601,080. ACDFA will ensure that available resources are prioritized to provide vital transportation services to older adults that do not have access to other means of transportation.

RESOLUTION NO. 17**AUTHORIZING AN AGREEMENT WITH ACCESS TRANSIT, INC.
REGARDING TRANSPORTATION SERVICES FOR ELIGIBLE SENIORS**

Introduced: 2/11/19

By Elder Care Committee:

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with Access Transit, Inc. (Capital District Transportation Authority) regarding transportation services for eligible seniors in Albany County for the term commencing January 1, 2019 and ending December 31, 2019 in the amount not to exceed \$580,000, and

WHEREAS, The agreement requires Access Transit, Inc. to provide brokerage services for human services transportation and provide non-emergency medical transportation and prioritized transportation to vital services for program eligible seniors living in Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Access Transit, Inc. regarding transportation services for eligible seniors in Albany County for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$580,000, and, be it further

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

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

RESOLUTION NO. 165

**AMENDING RESOLUTION NO. 17 FOR 2019 WITH ACCESS TRANSIT, INC.
REGARDING TRANSPORTATION SERVICES FOR ELIGIBLE SENIORS**

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, By Resolution No. 17 for 2019, this Honorable Body authorized an agreement with Access Transit, Inc. regarding transportation services for eligible seniors in Albany County for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$580,000, and

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the agreement with Access Transit, Inc. to include an additional \$21,080 due to an increase in the use of specialized transportation services by eligible seniors, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 17 for 2019 is hereby amended to include an additional \$21,080 to reflect a new total amount not to exceed \$601,080 rather than \$580,000, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR AGING
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DEBORAH C. RIITANO
COMMISSIONER

February 24, 2020

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend the contract with Life Path (Formerly Senior Service of Albany) to provide additional Congregate Meal Services to older adults who reside within Albany County and meet specific criteria as required by Albany County and New York State Office For Aging. The Contractor is responsible for ensuring meals meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council.

Life Path provides Congregate Meal Services to older adults at the following seven (7) locations, Westview Apartments, South Mall Towers, Cohoes Multi-Service Senior Center, Watervliet Senior Center, Berne Senior Center, Frank Chapman Memorial Institute, and Ohav Sholom Apartments. The Contractor served 29,490 meals at their congregate locations. They have requested an additional 10,590 congregate meal units at \$10.00/ meal totaling an additional \$106,590.00 at the seven (7) locations.

Amendment Amount – \$106,590.00
Contract Term – 1/1/2019 – 12/31/2019
Funding Source – 100% - State
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Annis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1533, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to amend contract with Life Path (Formerly Senior Services of Albany) for the provision of additional congregate meals.

Date: 2/20/2020
 Submitted By: Patrick Dillon
 Department: Aging
 Title: Contract Administrator
 Phone: 518 447 7733
 Department Rep.
 Attending Meeting: Deborah Riitano, Commissioner

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):
Life Path (SSA)
28 Colvin Avenue
Albany, New York 12206

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

Amount/Raise Schedule/Fee: \$106,586.00
Scope of Services: Life Path provides Congregate Meals for older adults in Albany County at the following congregate meal sites; Westview Apartments, South mall Towers, Cohoes Multi-Services Senior Center, Watervliet Senior Center, Berne Senior Center, Frank Chapman Memorial Institute, and Ohav Sholom Apartments.

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: 3782, 3783
Revenue Amount: \$63,952.00, \$42,634.00

Appropriation Account and Line: 44046
Appropriation Amount: \$106,586.00

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 1/1/2019 to 12/31/2019
Length of Contract: 12 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 443
Date of Adoption: 10/9/2018

Justification: (state briefly why legislative action is requested)

Requesting authorization to amend the contract with Life Path to provide additional congregate meals to older adults in Albany County. The Contractor provides meals that meet nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council. The Contractor has requested an additional 10,659 congregate meal units at \$10.00/meal totaling an additional \$106,590.00 to the \$294,900.00 2019 contract at their seven (7) congregate locations; Westview Apartments, South Mall Towers, Cohoes Multi-Service Senior Center, Watervliet Senior Center, Berne Senior Center, Frank Chapman Memorial institute, and Ohav Sholom. Amended contract amount \$401,486.00.

RESOLUTION NO. 443**AUTHORIZING AN AGREEMENT WITH SENIOR SERVICES OF ALBANY REGARDING THE PROVISION OF CONGREGATE MEAL SERVICES FOR SENIORS**

Introduced: 10/9/18

By Elder Care Committee:

WHEREAS, The Albany County Department for Aging operates a congregate nutrition program for the elderly which is designed to foster good health through the provision of community-based meals, and

WHEREAS, Senior Services of the Albany provides hot meals to seniors, nutrition counseling and education at various sites in Albany County, and

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with Senior Services of Albany regarding the Congregate Meals Program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$294,900, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Senior Services of Albany regarding the Congregate Meals Program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$294,900, and, be it further

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

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

Adopted by unanimous vote – 10/9/18

RESOLUTION NO. 166

AMENDING RESOLUTION NO. 443 FOR 2018 WITH LIFE PATH REGARDING THE PROVISION OF CONGREGATE MEAL SERVICES FOR SENIORS

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, By Resolution No. 443 for 2018, this Honorable Body authorized an agreement with Senior Services of Albany (currently known as Life Path) regarding congregate meal services for seniors for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$294,900, and

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the agreement with Life Path to include an additional \$106,590 for additional meals served, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 443 for 2018 is hereby amended to include an additional \$106,590 to reflect a new total amount not to exceed \$401,490 rather than \$294,900, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
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DEBORAH C. RIITANO
COMMISSIONER

February 24, 2020

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend contract with Senior Projects of Ravena, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, New York State Office For Aging, and the Albany County Central Assessment Unit.

Senior Projects of Ravena delivered 14,051 Home Delivered Meals to older adults within Ravena, Coeymans, and South Bethlehem. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 2000 hot meals at \$8.73/meal totaling \$17,460.00 and 635 cold meals at \$6.01/meal totaling \$3,816.35.

Amendment Amount - \$21,276.35
Funding Source – 100% - State

Contract Term – 1/1/2019 – 12/31/2019
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1534, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to amend contract with Senior Projects of Ravena for the provision of additional Home Delivered Meals.

Date: 2/20/2020
 Submitted By: Patrick Dillon
 Department: Aging
 Title: Contract Administrator
 Phone: 518 447 7733
 Department Rep.
 Attending Meeting: Deborah Riitano, Commissioner

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):
Senior Projects of Ravena
9 Bruno Boulevard
Ravena, New York 12143

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

Amount/Raise Schedule/Fee: \$21,276.35
Scope of Services: The Albany County Department for Aging is requesting legislative approval to amend a contract with Senior Projects of Ravena for the provision of additional Home Delivered Meals for older adults in specific zone(s), within Albany County.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 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: 3780
Revenue Amount: \$21,276.35

Appropriation Account and Line: 44046
Appropriation Amount: \$21,276.35

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) 1/1/2019 to 12/31/2019
Length of Contract: 12 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 441
Date of Adoption: 10/9/2018

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative authorization to amend contract with Senior Projects of Ravena, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, New York State Office For Aging, and the Albany County Central Assessment Unit.

Senior Projects of Ravena delivered 14,051 Home Delivered Meals to older adults within Ravena, Coeymans, and South Bethlehem. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 2000 hot meals at \$8.73/meal totaling \$17,460.00 and 635 cold meals at \$6.01/meal totaling \$3,816.35.

Amendment Amount - \$21,276.35

Contract Term - 1/1/2019 - 12/31/2019

Funding Source - 100% - State

Budget Amendment - No

RESOLUTION NO. 441

**AUTHORIZING AN AGREEMENT WITH SENIOR PROJECTS OF RAVENA
REGARDING THE PROVISION OF HOME-DELIVERED MEALS FOR
SENIORS**

Introduced: 10/9/18

By Elder Care Committee:

WHEREAS, The Albany County Department for Aging operates a program for the elderly which is designed to foster good health through the provision of home-delivered meals, and

WHEREAS, Senior Projects of Ravenna provides home-delivered meals to eligible homebound seniors that meet the nutritional requirements established by the Food and Nutrition Board of the National Academy of Sciences National Research Council and the quantities determined by the Albany County Central Assessment Unit, and

WHEREAS, Meal delivery shall include the provision of client monitoring and changes in a client's condition reported based on County criteria and the provision of information to the community regarding the Home Delivered Meal program through education handouts and presentations, and

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with Senior Projects of Ravenna regarding the Home-Delivered Meals Program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$119,225, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Senior Projects of Ravenna regarding the Home-Delivered Meals Program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$119,225, and, be it further

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

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

Adopted by unanimous vote – 10/9/18

RESOLUTION NO. 167

AMENDING RESOLUTION NO. 441 FOR 2018 WITH SENIOR PROJECTS OF RAVENA REGARDING HOME DELIVERED MEALS FOR SENIORS

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, By Resolution No. 441 for 2018, this Honorable Body authorized an agreement with Senior Projects of Ravenna regarding home delivered meals for seniors for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$119,225 and

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the agreement with Senior Projects of Ravenna to include an additional \$21,277 for additional meals served, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 441 for 2018 is hereby amended to include an additional \$21,277 to reflect a new total amount not to exceed \$140,502 rather than \$119,225, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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DEBORAH C. RIITANO
COMMISSIONER

February 24, 2020

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend contract with Peter Young Industries, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, New York State Office For Aging, and the Albany County Central Assessment Unit.

Peter Young Industries delivered 33,275 Home Delivered Meals to older adults within Colonie, Arbor Hill, and Guilderland. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 14,583 hot meals at \$8.95/meal totaling \$130,517.85 and 3,384 cold meals at \$6.77/meal totaling \$22,909.68.

Amendment Amount - \$153,427.53
Funding Source – 100% - County

Contract Term – 1/1/2019 – 12/31/2019
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1535, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to amend contract with Peter Young Industries, Inc. for the provision of additional Home Delivered Meals.

Date: 2/20/2020
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah Riitano, Commissioner

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):
Peter Young Industries
575 Broadway
Menands, New York 12204

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

Amount/Raise Schedule/Fee: \$153,427.53
Scope of Services: The Albany County Department for Aging is requesting legislative approval to amend contract with Peter Young Industries for the provision of additional Home Delivered Meals for older adults in specified zone(s) with Albany County.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 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:

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: 44046

Appropriation Amount: \$153,427.53

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State:

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2019 to 12/31/2019

Length of Contract: 12 months

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 442

Date of Adoption: 10/9/2018

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative authorization to amend contract with Peter Young Industries, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, New York State Office For Aging, and the Albany County Central Assessment Unit.

Peter Young Industries delivered 33,275 Home Delivered Meals to older adults within Colonie, Arbor Hill, and Guilderland. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 14,583 hot meals at \$8.95/meal totaling \$130,517.85 and 3,384 cold meals at \$6.77/meal totaling \$22,909.68.

Amendment Amount - \$153,427.53

Contract Term - 1/1/2019 - 12/31/2019

Funding Source - 100% - County

Budget Amendment - No

RESOLUTION NO. 442

**AUTHORIZING AN AGREEMENT WITH PETER YOUNG INDUSTRIES
REGARDING HOME-DELIVERED MEALS FOR SENIORS**

Introduced: 10/9/18

By Elder Care Committee:

WHEREAS, The Albany County Department for Aging operates a program for the elderly which is designed to foster good health through the provision of home-delivered meals, and

WHEREAS, Peter Young Industries will provide home-delivered meals to homebound seniors, nutrition counseling, client monitoring and changes in a client's condition reported based on County criteria and informing the community about the Home Delivered Meal Program through education handouts and presentations at various sites in Albany County, and

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with Peter Young Industries regarding the home-delivered meals program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$292,877, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Peter Young Industries regarding the home-delivered meals program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$292,877, and, be it further

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

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

Adopted by unanimous vote – 10/9/18

RESOLUTION NO. 168

AMENDING RESOLUTION NO. 442 FOR 2018 WITH PETER YOUNG INDUSTRIES REGARDING HOME DELIVERED MEALS FOR SENIORS

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, By Resolution No. 442 for 2018, this Honorable Body authorized an agreement with Peter Young Industries regarding home delivered meals for seniors for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$292,877, and

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the agreement with Peter Young Industries to include an additional \$153,428 for additional meals served, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 443 for 2018 is hereby amended to include an additional \$153,428 to reflect a new total amount not to exceed \$446,305 rather than \$292,877, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

DEBORAH C. RIITANO
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT FOR AGING
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210
ADMINISTRATION: (518) 447-7198
GENERAL INFORMATION: (518) 447-7177
FAX: (518) 447-7188
WWW.ALBANYCOUNTY.COM

February 24, 2020

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

Dear Chairman Joyce:

The Department for Aging (DFA) requests legislative authorization to amend contract with Life Path, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, New York State Office For Aging, and the Albany County Central Assessment Unit.

Life Path delivered 80,500 Home Delivered Meals to older adults within Cohoes, Green Island, Watervliet, Menands, Maplewood, City of Albany (excluding Arbor Hill) and the Hill towns and North Bethlehem. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 5,000 hot meals at \$8.95/meal totaling \$44,750.00 and 1,844 cold meals at \$6.25/meal totaling \$11,525.00.

Amendment Amount - \$56,275.00
Funding Source – 91.7% - County, 8.3% State

Contract Term – 1/1/2019 – 12/31/2019
Budget Amendment – No

Respectfully Submitted,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1536, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to amend contract with Life Path (Formerly Senior Services of Albany) for the provision of additional Home Delivered Meals.

Date: 2/20/2020
 Submitted By: Patrick Dillon
 Department: Aging
 Title: Contract Administrator
 Phone: 518 447 7733
 Department Rep.
 Attending Meeting: Deborah Riitano, Commissioner

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):
Life Path (SSA)
28 Colvin Avenue
Albany, New York 12206

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

Amount/Raise Schedule/Fee: \$56,275.00
Scope of Services: The Albany County Department for Aging is requesting legislative approval to amend contract with Life Path for the provision of additional Home Delivered Meals for older adults in specified zone(s) with Albany County.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: 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: 3780
Revenue Amount: \$4,670.00

Appropriation Account and Line: 44046
Appropriation Amount: \$56,275.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: 8.3%
County: 91.7%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 1/1/2019 to 12/31/2019
Length of Contract: 12 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 440
Date of Adoption: 10/9/2018

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) requests legislative authorization to amend contract with Life Path, to provide Home Delivered Meals to seniors who reside within Albany County and meet specific criteria as required by Albany County, New York State Office For Aging, and the Albany County Central Assessment Unit.

Life Path delivered 80,500 Home Delivered Meals to older adults within Cohoes, Green Island, Watervliet, Menands, Maplewood, City of Albany (excluding Arbor Hill) and the Hill towns and North Bethlehem. The demand for home delivered meals in the Contractors service area has exceeded its contracted amount. Additional money is needed to cover this demand. The amendment to the contract will increase the number of home delivered meals to meet this demand as follows; 5,000 hot meals at \$8.95/meal totaling \$44,750.00 and 1,844 cold meals at \$6.25/meal totaling \$11,525.00.

Amendment Amount - \$56,275.00 Contract Term - 1/1/2019 - 12/31/2019
Funding Source - 91.7% - County, 8.3% - State Budget Amendment - No

RESOLUTION NO. 440**AUTHORIZING AN AGREEMENT WITH SENIOR SERVICES OF ALBANY
REGARDING HOME-DELIVERED MEALS FOR SENIORS**

Introduced: 10/9/18

By Elder Care Committee and Mr. Commisso:

WHEREAS, The Albany County Department for Aging operates a program for the elderly which is designed to foster good health through the provision of home-delivered meals, and

WHEREAS, Senior Services of Albany provides home-delivered meals to homebound seniors, nutrition counseling, client monitoring and changes in a client's condition reported based on County criteria and informing the community about the Home Delivered Meal Program through education handouts and presentations at various sites in Albany County, and

WHEREAS, The Commissioner of the Department for Aging has requested authorization to enter into an agreement with Senior Services of Albany regarding the home-delivered meals program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$694,865, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Senior Services of Albany regarding the home-delivered meals program for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$694,865, and, be it further

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

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

Adopted by unanimous vote – 10/9/18

RESOLUTION NO. 169

AMENDING RESOLUTION NO. 440 FOR 2018 WITH LIFE PATH REGARDING HOME DELIVERED MEALS FOR SENIORS

Introduced: 5/11/20

By Social Services Committee:

WHEREAS, By Resolution No. 440 for 2018, this Honorable Body authorized an agreement with Senior Services of Albany (currently known a Life Path) regarding home delivered meals for seniors for the term commencing January 1, 2019 and ending December 31, 2019 in an amount not to exceed \$694,865, and

WHEREAS, The Commissioner of the Department for Aging has requested an amendment to the agreement with Life Path to include an additional \$56,275 for additional meals served, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 440 for 2018 is hereby amended to include an additional \$56,275 to reflect a new total amount not to exceed \$751,140 rather than \$694,865, and, be it further

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

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



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

3/31/2020

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the May meeting of the Legislature. The Albany County Department of Health (ACDOH) requests to renew its contract for the Expanded Partner Services program. The purpose of this initiative is to improve the provision of HIV prevention and care services within Albany County and to better serve people living with HIV and AIDS. ACDOH is given this funding every year and does not have to apply for it. The County will facilitate the re-engagement in medical care of persons thought to be out-of-care living with HIV/AIDS, notify, test partners and refer all HIV positive and high-risk negative patients they encounter to appropriate prevention, care and support services. Case assignments will come from the New York Electronic HIV Management System (NYEHMS)/Communicable Disease Electronic Surveillance System (CDESS). Funding was anticipated and budgeted in the 2020 budget.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1539, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract request for Expanded Partner Services (HIV) Program

Date: 2/20/2020
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4584
Department Rep.
Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Renewal

Submission Date Deadline 4/1/2020

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

Contract Terms/Conditions:

Party (Name/address):

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

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 105000

Scope of Services: The Expanded Partner Services (EXPS) program uses HIV data to identify individuals diagnosed with HIV who have no recent HIV follow-up lab work in the past 13 to 24 months. The expected outcomes are to reduce disease incidence, decrease the rate of HIV transmission, increase the proportion of HIV infected individuals who are aware of their status, and increase the proportion of infected persons who are linked to prevention, partner services and treatment/medical care.

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: A44010.0.4411
Revenue Amount: \$105,000

Appropriation Account and Line: Various lines (Salary, Fringe, and Contractual)
Appropriation Amount: \$105,000

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) April 1, 2020 - March 31, 2021
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 189
Date of Adoption: May 13, 2019

Justification: (state briefly why legislative action is requested)

ACDOH requests to renew its contract for the Expanded Partner Services program. The purpose of this initiative is to improve the provision of HIV prevention and care services within Albany County and to better serve people living with HIV and AIDS. ACDOH is given this funding every year and does not have to apply for it. The County will facilitate the re-engagement in medical care of persons thought to be out-of-care living with HIV/AIDS, notify, test partners and refer all HIV positive and high-risk negative patients they encounter to appropriate prevention, care and support services. Case assignments will come from the New York Electronic HIV Management System (NYEHMS)/Communicable Disease Electronic Surveillance System (CDESS).

RESOLUTION NO. 189

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE EXPANDED PARTNER SERVICES PROGRAM

Introduced: 5/13/19

By Health Committee and Mr. Domalewicz:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to enter into an agreement with the New York State Department of Health (NYSDOH)/Health Research, Inc. (HRI) regarding the Expanded Partner Services (EXPS) program in an amount not to exceed \$105,000 for the term commencing April 1, 2019 and ending March 31, 2020, and

WHEREAS, The Commissioner indicated that the funding will be used to support the provision of HIV prevention and care services for people living with HIV/AIDS within Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYSDOH/HRI regarding the EXPS program in an amount not to exceed \$105,000 for the term commencing April 1, 2019 and ending March 31, 2020, and, be it further

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

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

Adopted by unanimous vote - 5/13/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of May, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 15th day of May, 2019.

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

Clerk, Albany County Legislature

FW: ExPS contract renewal

Dimenno, Lisa M (HEALTH) <lisa.dimenno@health.ny.gov>

Fri 2/7/2020 12:37 PM

To: Dethomasis, Kathleen <Kathleen.Dethomasis@albanycountyny.gov>; Witherspoon, Shanna <Shanna.Witherspoon@albanycountyny.gov>**Cc:** Shipmon, CharlieMae M (HEALTH) <charliemae.shipmon@health.ny.gov> 6 attachments (1 MB)

HRI Budget Forms 12.19.17.xls; _Expenditure_Based_Budget_Summary_1803_3-22-17.xls; HRI Voucher_UPDATED 10.5.15.xls; Provider Attachment A,B (Fringe, Admin) 5-06.xls; Budget Modification Key Points.pdf; Albany ExPS Workplan 20-21.docx;

Dear Colleagues:

Enclosed is the 2019-2020 budget request/funding application for Expanded Partner Services (ExPS) provided by your county for the period of **April 1, 2020 – March 31, 2021**. The amount of your contract funding request may not exceed **\$105,000**.

This e-mail includes all the forms needed to complete the budget request/funding application. The forms have been formatted in Excel for ease of completion. I have also attached the work plan for your review. Any clarification of the workplan or changes should be discussed with me prior to submission.

Please **e-mail** the completed packet (including budget and other required forms) to charliemae.shipmon@health.ny.gov with a copy to michele.stager@health.ny.gov no later than **February 28, 2020**.

PLEASE DO NOT ALTER THE WORKPLAN. This document is provided for reference only.

I have also attached the HRI Budget Modification forms. In the event budget changes are needed after the contract has been executed, you will need to use these forms to submit your request to modify the budget.

As always, should you have any questions, please feel free to contact me or your contract manager.

Thank you.

Lisa Dimenno
Assistant Director
Bureau of HIV/STD Field Services
AIDS Institute
Corning Tower, Rm 321
Albany, NY 12237
518-474-6944

WORK PLAN
SUMMARY

PROJECT NAME: Expanded Partner Services
CONTRACTOR SFS PAYEE NAME: Albany County Department of Health
CONTRACT PERIOD:

From: 4.01.2020

To: 03.31.2021

Provide an overview of the project including goals, tasks, desired outcomes and performance measures: Activities supported under this funding represent collaboration between the NYS Department of Health AIDS Institute (AI) and the Albany County Department of Health (ACDOH). This county will facilitate the re-engagement in medical care of persons thought to be out-of-care living with HIV/AIDS, notify, test partners, and refer all HIV positive and high-risk negative patients they encounter through this initiative to appropriate prevention, care, and support services (e.g., referrals for PrEP and nPEP, STD testing, HCV screening, treatment adherence support), and provide condoms/other safe sex supplies.

The purpose of this initiative is to improve the provision of HIV prevention and care services within Albany County, and to better serve people living with HIV and AIDS. The objectives of this initiative are to:

1. Locate HIV-infected persons who are presumed out-of-care (OOC) and initiate OOC field investigations. Case assignments will come from the New York Electronic HIV Management System (NYEHMS)/ Communicable Disease Electronic Surveillance System (CDESS). No evidence of care is defined as patients with no CD4 or VL lab reports in NYEHMS for thirteen to twenty-four months.
2. Promote continuity of care by linking located persons to HIV/AIDS treatment facilities and resources for follow-up medical care and health maintenance.
3. Increase prevention activities among index patients and their named partners via risk reduction education and condom distribution.
4. Reduce HIV transmission by notifying partners of located persons of their exposure to HIV and offering them HIV testing and assistance with HIV medical evaluation if indicated;
5. Maintain confidentiality of all reports of HIV cases and named partners.
6. Ensure uniform and standardized HIV linkage to care and partner services procedures as outlined by the work plan and other Expanded Partner Services (ExPS) documents.

The expected outcomes are to reduce disease incidence, decrease the rate of HIV transmission, decrease risky sexual and drug using behaviors among HIV positive and persons at high risk for acquiring HIV, increase the proportion of HIV infected individuals who are aware of their status, and increase the proportion of infected persons who are linked to prevention, partner services, and treatment/medical care. Projections of essential program activity levels, target indicators and descriptions of the processes established to provide program services are described below.

The specific objectives, tasks and activities and performance measures associated with this contract work plan are presented below. The expectation is that the ACDOH will meet all work plan requirements. By signature of the contract, the ACDOH agrees that they have the capacity to meet the requirements as put forth in the work plan. The authority to conduct HIV linkage to care and partner services is granted by the State Commissioner of Health to the deputized County Health Officer with the agreement that these counties will adhere to and abide by ExPS policies and procedures outlined in a separate document.

**WORK PLAN
SUMMARY**

ExPS Programmatic Support			
Objective	Budget Category	Tasks (Activities)	Performance Measures
Employ 1 Partner Services Staff assigned to facilitate OOC Services at 100% FTE on this initiative	NA	<ul style="list-style-type: none"> • Minimum training requirements for the ExPS Advocate: <ul style="list-style-type: none"> ○ ExPS protocols for partner and linkage to care services; ○ Annual HIV confidentiality training; ○ Passport to Partner Services; ○ Motivational interviewing techniques/ Transtheoretical Model; ○ Strength Based Case Management; ○ Health Care Systems Navigation (NYS Uninsured Care Program); ○ Recommended trainings as appropriate and available in the ExPS Core Competencies • The Partner Services Staff's duties will include: <ul style="list-style-type: none"> ○ Investigate out of care patients and link patients to medical care; ○ Elicit, notify, and test partners of out of care patients of their potential exposure to HIV; ○ Engage patients and named partner(s) in a risk reduction conversation and provide condoms and safer sex supplies; ○ Collect and/or verify identifying and demographic information contained within the report related to HIV; ○ Complete PS field investigation related paper and/or electronic documents; ○ Upon case closure, submit with applicable worker comments to supervisor for review within two business days of case closure; ○ Maintain patient files and ensure confidentiality/security of files; ○ Assisting with other priority public health issues if/when they arise (e.g., local SY case increases, outbreaks, emergency situations, etc.). The Contract Manager must approve non-ExPS work. ○ Assist with other Partner Services activities (e.g., STD, HIVPS) when/if ExPS case assignments are low. Note this could include provider education and community mobilization efforts surrounding Partner Services. The Contract Manager must approve non-ExPS work. 	<p>1 Partner Services Staff will be employed to perform project activities in Albany County.</p> <p>Monthly case assignments will be sent through CDESS-MIS each month. The Partner Services Staff will prioritize case assignments for field investigation using the ExPS protocols and local prioritization grids (as applicable).</p>
Employ 1 Supervisor to provide	NA	<ul style="list-style-type: none"> • Supervisor to supervise the Partner Services Staff that will implement the initiative. 	Review each patient record within two business days for accurate and

**WORK PLAN
SUMMARY**

<p>supervision to the ExPS Advocate.</p>		<ul style="list-style-type: none"> • The Supervisor will receive the same training outlined above for Partner Services Staff. • Provide monthly OOC assignments to the Partner Services Staff. Partner Services Staff may act as Supervisor on CDESS to assign cases to him/herself and will be verified by Division supervisor. • The Supervising Public Health Advisor’s duties will include: <ul style="list-style-type: none"> ○ Assign work, and monitoring the case load and productivity of the ExPS Advocate; ○ Ensure that targets are being met; ○ Assist the Partner Services Staff with complex cases and act as a back-up for case investigation and partner services; ○ Ensure full coverage of ExPS activities for the period of this contract (including periods of absence, vacation and/or leave on the part of the contractual Partner Services Staff). 	<p>complete data entry for all variables and flag for Partner Services Staff review as necessary. Upon final review, close all patient records by the 10th of the following month for all patient records closed in the previous month (e.g. patient records closed in September will be submitted by October 10th).</p>
<p>Have an administrative structure in place to ensure that the ExPS is organized, equipped and staffing supports the scope of services to satisfy the terms of the contract workplan.</p>	<p align="center">NA</p>	<ul style="list-style-type: none"> • ACDOH administration ensures that: <ul style="list-style-type: none"> ○ Executive staff is familiar with the project work plan and actively supports efforts to achieve work plan goals, objectives and contract deliverables; ○ ExPS staff is familiar with specific ExPS protocols; ○ ExPS staff is familiar with work plan requirements that pertain to their duties and responsibilities; ○ Systems are in place to minimize staff vacancies, including encouraging staff retention and expediting recruitment; and ○ Supervisor will assign appropriate PS staff as back-up when needed to ensure data collection, entry and reporting. In the event of long term absence, trained back-up staff will be assigned. • ACDOH will implement strategies to recruit, retain, and promote staff and leadership that are representative of the demographic characteristics of the service area. • Staff receive ongoing education and training in culturally and linguistically appropriate service delivery. 	<p>ACDOH will provide the Partner Services Staff with space that is compliant with the National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention (NCHHSTP) standards for the performance of the aforementioned duties and the documentation thereof.</p> <p>ACDOH will reimburse its employee for all local travel expenses at the negotiated rate stipulated in the collective bargaining agreement between the ACDOH and the agent representing such employee.</p> <p>ACDOH has comprehensive personnel policies and procedures are in place and personnel files include:</p> <ul style="list-style-type: none"> • Signed HIV confidentiality statement; • Documentation of initial (if

**WORK PLAN
SUMMARY**

			<p>applicable) and annual HIV confidentiality training and other required annual training;</p> <ul style="list-style-type: none"> • Annual signed attestation for usage of NYEHMS/CDESS-MIS; • Certificates of training and/or proof of attendance for required and additional trainings; • Employee resume and job description; and • Annual performance evaluation. <p>ACDOH conducts annual staff performance evaluations that include supervisory input.</p>
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Essential ExPS Components

Objective	Budget Category	Tasks (Activities)	Performance Measures
Prioritize case assignments for field investigation using the ExPS protocols and local prioritization grids (as applicable). Initiate out-of-care (OOC) services to persons with no evidence of care for 13-24 months in NYEHMS.	NA	<ul style="list-style-type: none"> • Use assignments via CDESS to identify and locate patients. • Use a variety of field operations tools available for both traditional and internet based investigation to enhance partner services (e.g., email, texting, video call): <ul style="list-style-type: none"> ○ Partner Services Staff will conduct investigations and interviews for each assigned case. Investigations will include phone calls, field visits (1 minimum), non-specific health department letters mailed and left at residence upon unsuccessful field visit, thorough review of the tracking system to obtain contact information, call any known laboratories or providers; ○ Partner Services Staff will have access to conduct internet-based investigations utilizing social media sites like Accurint, 	<p>Monthly Projections (n=10)</p> <p>Use ExPS Protocols to investigate all OOC cases.</p> <p>Provide updates on status of case assignments to AI staff during bi-weekly conference calls.</p> <p>Collaborate and coordinate with local HIV medical providers and direct service agencies to verify return to care appointment for out of care patients.</p>

**WORK PLAN
SUMMARY**

		<p style="text-align: center;">People Find, white pages, Spokeo, etc. as well as NYS Internet Partner Services protocol.</p> <ul style="list-style-type: none"> • Promote continuity of care by linking located persons to HIV/AIDS treatment facilities, and referring for non-medical resources (e.g., case management providers, transportation, housing, etc.) for follow-up medical care and health maintenance. • At least quarterly connect with referring providers/agencies <ul style="list-style-type: none"> ○ medical providers in Albany County that the Partner Services Staff directly links patients to for medical care: <ul style="list-style-type: none"> ▪ Albany Medical Center AIDS Treatment Center ▪ Albany Medical Center Pediatric Infectious Disease Division ▪ Upstate Infectious Disease Associates ▪ Whitney M. Young Health Center ○ direct service agencies in Albany County that the Partner Services Staff directly links patients to non-medical services: <ul style="list-style-type: none"> ▪ Alliance for Positive Health (AIDS Council of Northeastern NY) ▪ Albany Medical Center AIDS Treatment Center ▪ Catholic Charities Care Coordination Services ▪ Whitney M. Young Health Center • Discuss the benefits of accessing medical care for HIV and treatment adherence, barriers to HIV testing, disclosure, accessing medical care for HIV and treatment • Conduct readiness assessment to determine willingness to access medical care and treatment for HIV • Partner Services Staff will use a strength-based approach to support patients during the re-engagement process by addressing his/her needs to achieve the ultimate goal of linkage to medical care for HIV and HIV treatment adherence. <ul style="list-style-type: none"> ○ Partner Services Staff will locate HIV-infected persons who are presumed out-of-care (OOC) and initiate linkage to care utilizing phone calls, text, motivational interviews, and transportation incentives, to ensure located persons keep 	
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**WORK PLAN
SUMMARY**

		<p>the first appointment with HIV/AIDS treatment facilities and resources for follow-up medical care and health maintenance; as per training received from NYSDOH. ACDOH may also drive the patient in a county car to the appointment if possible and deemed necessary. Reminder messages will be made 2 days prior to the appointment and again on the day of the appointment and a reminder text message will be sent 1 day prior to the appointment and again on the day of the appointment.</p> <ul style="list-style-type: none"> • Confirm patient attendance at the first medical appointment after return to care (e.g., phone call to remind patient of appointment, phone call to health care provider to verify attendance at HIV medical care appointment) • Notify partner(s) of located person of their exposure to HIV and provide/refer them to HIV testing and assistance with HIV medical evaluation as necessary. 	<p># and % of case assignments determined to be out-of-care within the ACDOH jurisdiction who are:</p> <ul style="list-style-type: none"> ○ Interviewed; ○ Successfully linked to care. <p># and % of located persons who name partners.</p> <p># and % of named partners who are notified of their exposure.</p> <p># and % of cases closed within one month of verified linkage.</p>
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**WORK PLAN
SUMMARY**

Reporting and Continuous Quality Improvement			
Objective	Budget Category	Tasks (Activities)	Performance Measures
Submit timely data reports.	NA	<ul style="list-style-type: none"> • Collect and submit data in accordance with ExPS protocols (under separate cover). • Data for this project will require Partner Services Staff to document all variables and outcomes of Partner Services field investigation forms and additional variables using an ExPS Case Investigation Form (CIF) (under separate cover). Information for all field(s) on the PS field investigation form and the CIF will be submitted electronically via an electronic CDESS-MIS field record. • Data must be submitted using CDESS-MIS as the sole collection source for any and all data related to the ExPS Project. • At least weekly, review assignments on the Partner Services CDESS E-Assign queue. Prior to the initiation of contact, review all available data in NYEHMS and CDESS-MIS. • At least weekly, update CDESS-MIS with information obtained during the conduct of ExPS activities. Completely update and review assignment, selecting the most appropriate closure status at the time of submission. 	<p>85% of cases closed and entered into CDESS-MIS will contain all necessary closure variables as stipulated in the ExPS protocols.</p> <p>100% of data submitted will be up to date (within 30 days).</p>
Submit timely narrative reports.	NA	<ul style="list-style-type: none"> • Create and submit narrative reports as requested by AI program and contract management staff. 	<p>75% of narrative reports will be received by the established quarterly deadline.</p>
Submit timely fiscal reports/documents (vouchers, budget modifications, audits).	NA	<ul style="list-style-type: none"> • Program and fiscal staff regularly review the status of grant spending. • Create and submit fiscal reports/documents in accordance with AI/DOH protocols. 	<p>75% of fiscal reports/documents (will be received) by the established deadlines.</p>

**WORK PLAN
SUMMARY**

<p>Maintain strict security and record keeping procedures.</p>		<ul style="list-style-type: none"> • The ACDOH will to adhere to the same written confidentiality protocol and program guidance prescribed by the AIDS Institute. • Records will be maintained within the ACDOH HIV partner services office. The records should never be accessible to unauthorized persons. • Names of staff who have access to secured hard copies and/or computer files will be provided to the BHAE and updated whenever there is a change. • Records will be maintained as follows: <ul style="list-style-type: none"> ○ The field records will be kept in the hard copy file; ○ The State case number (not the name) will be printed on the file folder tab; and ○ No name or other identifier should be documented in this file or retained outside of the NYEHMS/CDESS. • All confidential materials containing information which could potentially identify a reported case will be shredded prior to disposal. <p>Note: The reporting of suspect or confirmed HIV-infection cases by name is mandatory in New York State. The following provides guidance on the use and the disclosure of this confidential information:</p> <ul style="list-style-type: none"> - Public Health Law 206 (1)(j); and - Chapter 163, NYS Laws of 1998, Title III to Article 21 of Public Health Law; and - Article 27F of Public Health Law; and - Regulations of Title 10 NYCRR Part 63. 	<p>The Partner Services Staff and all ExPS staff will annually receive the AI/BHAE confidentiality training, including signing the standard confidentiality attestation.</p>
<p>Engage in continuous quality improvement activities for all funded activities.</p>	<p>NA</p>	<ul style="list-style-type: none"> • Routinely examine ExPS data using AI reports available through AI program and contract management staff; discuss data internally and with AI program and contract management staff; implement corrective action plans to address programmatic and data-related deficiencies. • Use quality improvement activities to guide future programming and make modifications. 	<p>Participate in at least quarterly calls with AI program and contract management staff to review data and assess progress in meeting contractual expectations.</p> <p>Number and percent of programmatic changes made relative to the number recommended by your AI program and contract management staff.</p>

**New York State Department Of Health
AIDS Institute
Summary Budget Form - HRI Contracts**

Contractor: Albany County Department of Health
Contract Period: April 1, 2020 - March 31, 2021
Federal ID #: 14-6002563

Indicate intended voucher frequency with an (X) below:

Quarterly
 Monthly

Budget Items	Amount Requested from AIDS Institute	RW Grantees Only	
		Third Party Revenue <small>Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)</small>	Administrative Costs <small>Must be 10% of total award.</small>
(A) SALARIES	\$62,731		
(B) FRINGE BENEFITS	\$37,488		
(C) SUPPLIES	\$965		\$465
(D) TRAVEL	\$1,800		
(E) EQUIPMENT			
(F) MISCELLANEOUS	\$2,016		
(G) SUBCONTRACTS/CONSULTANTS			
(H) INDIRECT COSTS			
(I) RESTRICTED <small>A budget modification is required to access these funds.</small>			
TOTAL (Sum of lines A through I)	\$105,000		\$465
		Ryan White Administrative Costs Rate :	0.44%

Notes:

- 1: AIDS Institute contract managers may require additional information necessary for approval of requested dollar amounts.
- 2: In order to maintain HIV confidentiality, please do not include any information on the forms which could indicate HIV status. Particular attention should be paid to position titles, job descriptions and any narrative that may contain information related to HIV status.
- 3: When requesting payments for this contract, all expenses must be incurred within the contract period and paid for prior to the submittal of reimbursement vouchers.
- 4: The allowability of costs for this contract is subject to the Uniform Guidance applicable to your organization.

Organization Type	Administrative Requirements
Non-profit	Uniform Guidance
Institutes of Higher Education	Uniform Guidance
State, Local, and Indian Tribal governments	Uniform Guidance
Hospitals	2CFR Part 215
For Profit	45 CFR Part 74

Contractors must sign here to certify all budgeted items included in this contract budget are allowable under AIDS Institute and Ryan White Contractor guidance:

Shannell M. [Signature]

Financial Officer or Contract Signatory

Salaries

Contractor: Albany County Department of Health

Contract Period: April 1, 2020 - March 31, 2021

Federal ID #: 14-6002563

Number of pay periods in a calendar year: _____
 Number of hours in full-time agency work week: _____

(1)	(2)	(3)	(4)	(5)	(6)	RW Grantees Only	
Position Title/Incumbent Name(s) <small>List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for each period of time. If additional space is needed, copy this page.</small>	Hours Worked Per Week <small>Hours worked per week, regardless of funding source.</small>	Annual Salary <small>Salary for 12 months, regardless of funding source.</small>	# of months or pay periods funded on this contract	% of effort worked on this contract	Amount Requested from AIDS Institute <small>Col. 3 x Col. 4 x Col. 5 12 mos. or 26 pp</small>	⁽¹⁾ Third Party Revenue <small>Show anticipated use of revenue generated by this contract. (Medicaid and ADAP Plus)</small>	Administrative Costs <small>Includes administrative staff salaries supported by this contract. ⁽³⁾</small>
Supervisor	35	\$ 101,612.00	12	4.00%	\$4,064		
Disease Int. Specialist	35	\$ 55,694.00	12	100.00%	\$55,694		
Disease Int. Specialist	35	\$ 59,454.00	12	5.00%	\$2,973		
SUBTOTAL					\$62,731		

- Notes:**
- 1: If the full % of effort worked on this contract cannot be supported, this formula may need to be adjusted and a notation should be made that the balance is supported in-kind.
 - 2: This rate has been calculated using the proportion of administrative salaries to the total salaries requested on the contract. It may be applied to Other than Personal Services expenses where appropriate.
 - 3: Administrative salaries whose positions that are not directly related to patient care. When allocating salaries between administrative and program categories, the subcontractor must have a system of internal controls that justify the cost of the salaries, are reasonable over the long term, enter into the record on a timely manner, are consistent and auditable.
 - 4: Please note: Salary increases included on budget modifications must include the type of salary increase as well as a copy of the agency's approved written policy regarding salary increases.

Fringe Benefits and Position Descriptions

Contractor: Albany County Department of Health

Contract Period:

Federal ID #: 14-6002563

FRINGE BENEFITS

1. Does your agency have a federally approved fringe benefit rate?

Contractor must attach a copy of federally approved rate agreement.

Approved Rate (%) : _____

Amount Requested (\$) : _____

Complete 2-7 below.

2. Total salary expense based on most recent audited financial statements:

\$130,017,869

3. Total fringe benefits expense based on most recent audited financial statements:

\$80,603,387

4. Agency Fringe Benefit Rate: *(amount from #3 divided by amount from #2)*

61.99%

5. Date of most recently audited financial statements:

12/31/18

Attach a copy of the statement of functional expenses supporting the figures listed in #2 and #3.

6. Requested rate and amount for fringe benefits:

Rate Requested (%) : 60.00%

Amount Requested (\$) : \$37,488

For RW Grantee use only- Administrative Costs : _____

7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.

POSITION DESCRIPTIONS

For each position listed on the salaries budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request. If additional space is needed, attach page 3a.

Title: Supervisor

Contract Duties: Oversee the ExPS Program including direct supervision of the DIS Worker. Provide annual performance evaluation of full time DIS worker, and provide feedback for annual evaluation of other Program Staff. Coordinate follow up and corrective actions following client complaints, or issues arising during Quality Assurance audits and other evaluative activities. Responsible to assign and close cases on the tracking system. Coordinate provision of community education to Medical Providers and other groups on the Expanded Partner Services Program.

Title: DIS Worker

Contract Duties:

Title:

Contract Duties:

Position Descriptions (continued)

Contractor: Albany County Department of Health
Contract Period: April 1, 2020 - March 31, 2021
Federal ID #: 14-6002563

For each position listed on the salary budget page, provide a brief description of the duties supported by this contract. Contractors with consolidated contracts should indicate the initiative affiliated with the position. All contractors must have full job descriptions on file and available upon request.

<p><u>Title:</u> <u>Contract Duties :</u></p>
<p><u>Title:</u> <u>Contract Duties :</u></p>
<p><u>Title:</u> <u>Contract Duties :</u></p>
<p><u>Title:</u> <u>Contract Duties :</u></p>
<p><u>Title:</u> <u>Contract Duties :</u></p>
<p><u>Title:</u> <u>Contract Duties :</u></p>

Miscellaneous

Contractor: Albany County Department of Health
 Contract Period: April 1, 2020 - March 31, 2021
 Federal ID #: 14-6002563

SPACE COSTS:					OTHER : <i>May include postage, printing, equipment rental or maintenance, stipends, meetings, media advertising, recruitment, gift cards, metrocards or other appropriate costs. Please indicate with an "X" if the item requested is a shared cost. For shared costs, contractor must keep methodology on file to support the amount requested.</i>		<u>Shared Cost</u>	<u>Amount</u>
This Section for All Contracts						<u>Item</u>		
(a) Provide an address for each site location in the box below. If additional space is needed, include additional sheets as necessary. <i>Please list if space is Rented or Owned.</i>								
(b) Detail the methodology and calculation used to allocate space costs for each location supported by this contract in the box below.								
Total Space Costs Requested on this contract: <input style="width: 100px;" type="text"/>								
This Section for Ryan White Part B Funded Contracts Only								
Ryan White Part B Funded agencies must select and complete Method 1 or Method 2 to calculate Administrative costs for Space on this contract.								
<i>Method 1 = Total Space Costs requested on contract multiplied by the percentage of Administrative Salaries as calculated on the Salary Expense page = Administrative Space Costs (Line C.)</i>								
Total Space costs requested on the contract based on the Methodology listed in (b) above: <input style="width: 100px;" type="text"/>								
Percentage of Administrative Salaries from the Salary Expense page: <input style="width: 100px;" type="text"/>								
(C)Administrative costs based on Method 1: <input style="width: 100px;" type="text"/>								
<i>Method 2 = Space costs are broken down into (A) Administrative Space and (B) Programmatic Space. *All Programmatic Space must include a methodology to show how the cost was determined. When using Method 2, the amount of Administrative Space listed in Column A represents the total of Administrative space costs and this total must be listed in Line C. If you have Administrative salaries on the contract and are using Method 2, there must be a portion of Administrative Space costs included in column A.</i>					TELECOMMUNICATIONS: <i>Detail below the methodology and calculation used to allocate telecommunication costs to this contract. Include costs for all telephone lines funded by this contract, including fax and broadband internet. Include any telecommunication installation or equipment costs, hotline, long distance, cell phone or internet expenses that apply to this contract. Requests for cell phone costs must include a breakdown of those costs related to direct client services.</i>			
	(A) Administrative Space	(B) Program Space	*Methodology for Programmatic Space to show how cost is determined	(A+B) Admin + Program Space Cost	<u>Item</u>		<u>Amount</u>	
1					Cell phone service for smart phone \$53/month x 12		\$636	
2					Lexis Nexis subscription \$115/month x 12		\$1,380	
3								
4								
5								
6								
7								
8								
9								
Totals								
Total : <input style="width: 100px;" type="text"/>								
(C) Administrative costs based on Method 2 : <input style="width: 100px;" type="text"/>								
Column A - Admin Costs = Space used by administrative staff, space for general use and shared spaces are considered administrative.					(a) Total : <input style="width: 100px;" type="text"/>			
Column B - Program Costs = Space Costs related to Direct Client Services. These are areas primarily utilized to provide core medical and support services for eligible RWHAP clients (e.g. food bank, counseling rooms and areas dedicated to groups)					(b) Total Cell Phone Costs related to Direct Client Services: <input style="width: 100px;" type="text"/>			
					(a-b) Balance of Telecommunication costs to be used for the Calculation of RW Administrative Costs: <input style="width: 100px;" type="text"/>			
					Percentage of Administrative Salaries from the Salary Expense page: <input style="width: 100px;" type="text"/>			
					<i>For RW Grantee use only- Administrative Costs :</i> <input style="width: 100px;" type="text"/>			
<i>(Phones or cells used by administrative staff are considered administrative. *The salary percentage calculated on the Salary budget page should be used to calculate the administrative costs associated with these items)</i>								
					MISCELLANEOUS (Telecommunications, Space and Other) <input style="width: 100px;" type="text"/>			
<i>For AI use Only - Sum of Ryan White Administrative Costs:</i>					764			

Subcontracts/Consultants & Indirect Costs

Contractor: Albany County Department of Health
 Contract Period: April 1, 2020 - March 31, 2021
 Federal ID #: 14-6002563

SUBCONTRACTS/CONSULTANTS :

Provide a listing of all subcontracts, including consultant contracts, a description of the services to be provided and an estimate of the hours worked and rate per hour, if applicable. If the subcontractor/consultant has not been selected, please indicate "TBA" in Agency/Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Line item budgets and worksopes must be submitted for each subcontractor/consultant budget over \$10,000.

<u>Agency/Name</u>	<u>Description of Services</u>	<u>Amount</u>
Total :		_____
For RW Grantee use only- Administrative Costs : _____ (Includes subcontracts/consultants who perform administrative, non service delivery functions.)		

INDIRECT COSTS: Costs used to support the indirect rate requested may NOT be directly billed to the contract.

Does your agency have a federally approved indirect cost rate?

Rate Approved (%) : _____
 Rate Requested (%) : _____
 Amount Requested : _____

MTDC defined: All direct salaries and wages, applicable fringe, materials and supplies , and services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under each award).
Exclusions: equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support and the portion of each subaward in excess of \$25,000.
 (1) All contractors are entitled to a 10% Indirect Cost Rate (MTDC) .
 (2) All contractors with a federally approved rate may request up to 20% of their approved rate unless otherwise stated in the RFA from which this contract was selected.

Submit a copy of the federally approved indirect rate agreement to support the request.

Indicate the requested rate and amount for indirect costs.

Rate Requested (%) : _____
 Amount Requested (\$) : _____



Financial Officer or Contract Signatory

All Contractors requesting indirect costs must sign above to confirm costs included in this rate are not duplicated elsewhere on the contract.

For RW Grantee use only- Administrative Costs : _____
 (Includes 100% Indirect Costs)

Grant and Foundation Funding from All Other Sources

Contractor: Albany County Department of Health
Contract Period: April 1, 2020 - March 31, 2021
Federal ID #: 14-6002563

List all grant and foundation funding which supports HIV programs in your organization, excluding research grants. Program summaries should include the program activities and targeted groups as well as any other information needed to explain how the funding is being utilized.

Funding Source	Total Funding Amount	Funding Period	Program Summary
HRI/NYS Dept of Health - Expanded Partner Services	\$105,000	4/1/2019 - 3/31/2020	Locate HIV positive individuals who show evidence of not receiving

Furniture and Equipment Inventory

Contractor: Albany County Department of Health
Contract Period: April 1, 2020 - March 31, 2021
Federal ID #: 14-6002563

The inventory must include all furniture and equipment purchased on this contract in prior years under the equipment budget line. Items purchased under the supplies line may be included on this form if they are considered part of the agency's furniture and equipment inventory. Questions on disposal policy should be directed to your AIDS Institute contract manager or see AIDS Institute Fiscal Guidelines for Contract Processing.

Furniture/Equipment Description <i>(Item, model number, manufacturer)</i>	Serial Number (if applicable)	Date Purchased	Cost	Location	Status of Furniture/Equipment <i>(Please list status as : Excellent, Very good, Good, Fair or Poor)</i>

RESOLUTION NO. 170

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH/HEALTH RESEARCH, INC. REGARDING THE EXPANDED PARTNER SERVICES PROGRAM

Introduced: 5/11/20
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to enter into an agreement with the New York State Department of Health (NYSDOH)/Health Research, Inc. (HRI) regarding the Expanded Partner Services (EXPS) program in an amount not to exceed \$105,000 for the term commencing April 1, 2020 and ending March 31, 2021, and

WHEREAS, The Commissioner indicated that the funding will be used to support the provision of HIV prevention and care services for people living with HIV/AIDS within Albany County, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYSDOH/HRI regarding the EXPS program in an amount not to exceed \$105,000 for the term commencing April 1, 2020 and ending March 31, 2021, and, be it further

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

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



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

4/2/2020

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the May meeting of the Legislature. Albany County Department of Health requests permission to submit an application for the Healthiest Cities & Counties challenge to increase access to foods that support healthy eating patterns. The initiative directly implements current Albany County 2019 – 2021 Community Health Improvement Plan strategies and is founded on evidence base/nationally recognized intervention(s).

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1540, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request authorization to apply for the Healthies Cities & Counties Challenge Grant

Date: 02/20/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4584
Department Rep.
Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

New

Submission Date Deadline 3/4/2020

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

Contract Terms/Conditions:

Party (Name/address):

Aetna Foundation
800 I Street, NW
Washington, DC 20001

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$100,000

Scope of Services: Funding will establish cross-sector collaboration and resident engagement to increase access to foods that support healthy eating patterns.

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 2020 - April 2022

Length of Contract: 24 months

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 233 of 2016

Date of Adoption: June 13, 2016

Justification: (state briefly why legislative action is requested)

Albany County Department of Health requests permission to submit an application for the Healthiest Cities & Counties challenge to increase access to foods that support healthy eating patterns. The initiative directly implements current Albany County 2019 - 2021 Community Health Improvement Plan strategies and is founded on evidence base/nationally recognized intervention(s).



Healthiest Cities & Counties Challenge

Request for Proposals



Healthiest Cities & Counties Challenge

Request for Proposals



Background

CVS Health and its independent charitable and philanthropic affiliate, the Aetna Foundation, recognize that the chronic health conditions that impact millions of Americans are the result of multiple factors, many of which must be addressed outside of the doctor's office. The Healthiest Communities Rankings, a multi-year collaboration between the Aetna Foundation and U.S. News and World Report, have illustrated that many systems must be addressed in order to improve outcomes for populations experiencing conditions such as diabetes and heart disease in disproportionately higher numbers. Indeed, the strategies, partnerships and initiatives that need to be activated to achieve health equity must be responsive to the intersection of each community's racial, economic, educational and other social factors.

To advance [health equity](#) and [prevent chronic diseases](#), the Aetna Foundation, American Public Health Association and National Association of Counties launched the Healthiest Cities & Counties Challenge ("the Challenge") in 2016. The program engaged communities across the country in building partnerships between residents, local government, nonprofit partners, businesses and others to address pressing local health challenges. Communities in this first cohort made progress by disrupting the status quo, centering resident leadership and thinking differently about cross-sector collaboration and how to leverage community resources.

The Opportunity

Through this Request for Proposals, the Challenge partners invite city- and county-level teams¹ to apply to join this effort. The Challenge, which is part of CVS Health's Building Healthier Communities commitment, aims to accelerate systems-level approaches to improving community health. The Challenge is seeking applications from cross-sector teams that will use upstream approaches to address the program's two priority topics: (1) increased [access to foods that support healthy eating patterns](#); and (2) improved [access to health services](#). Teams are encouraged to focus on either one or both topic areas in their applications.

The Challenge will provide grants (up to \$100,000 over two years) and non-financial support to a cohort of 20 cross-sector teams that are ready to change the way they work together. The Challenge seeks to facilitate the development of new, local partnerships and strengthen existing ones. Within the Challenge's two priority topics, applicants will work on a specific issue that has not been addressed sufficiently/at all at the systems level and requires new strategies in order to improve health equity. The Challenge is based on the theory that authentic collaboration across sectors can result in powerful, sustainable approaches that advance health equity.

¹ In this document, "cities and counties" will mean incorporated places with active government and may include: counties, boroughs, towns, townships, villages and federally recognized tribes. This Challenge is limited to cross-sector collaborative initiatives that operate within cities and counties that have a population of up to 600,000. Segments and neighborhoods of cities with populations over 600,000 are not eligible to participate in this opportunity.

The Challenge invites applications from cities and counties in the following states:

California
Florida
Georgia
Kentucky

New Jersey
New York
North Carolina
Ohio

Pennsylvania
Tennessee
Texas
West Virginia

Over a two-year period (April 2020 through April 2022), the 20 selected teams are expected to demonstrate observable and measurable progress on their proposed projects. Teams must designate a lead partner organization that can effectively convene and engage with residents and partners from across the community. Each participating team will be eligible to receive up to \$100,000 in grants over the life of the Challenge. The grants will be paid in two disbursements to the team's lead partner organization, which will be responsible for distributing funds as agreed upon by the team and providing financial reports. Communities are encouraged to prioritize using some of the funds to support community engagement through the authentic participation of residents.

The Challenge will provide the following non-financial support to help teams implement their projects:

- **1:1 technical support from a designated liaison** provided by the American Public Health Association and the National Association of Counties. Each team will be assigned one liaison with whom they will connect monthly to work through current and anticipated barriers to project implementation.
- **Learning with other participating communities.** The Challenge values the sharing of ideas across communities who are engaged in similar work and will host a series of monthly virtual learning sessions and annual in-person convenings. Teams will be encouraged to invite a member of the community to these convenings in order to invest further in their resident leadership development. In-person convenings will be held in late July/early August 2020 and June/July 2021 (dates/locations TBD).
- **National visibility** to increase awareness of each grantee among prospective new partners and funders.

Expectations of Grantees

Each selected team will be eligible to receive up to \$100,000 over the life of their Challenge grant: \$50,000 in April 2020 and \$50,000 in July 2021. The second disbursement will be contingent upon meeting the following expectations:

- **Development of Cross-Sector Teams and Resident Leadership:** Grantees are expected to establish or revitalize a cross-sector team that fosters partnerships between community residents, local government, nonprofit partners, businesses, academic institutions and others. While the lead partner organization will bear the primary responsibility for convening the team, leadership will be shared across all partners. Challenge participants are expected to go further than reserving a “seat at the table” for representatives from the community. They must undertake a participatory process that gives authentic leadership to community residents who stand to benefit from this work and whose perspectives are often left out of decision-making. Teams will convene local stakeholders and authentically engage residents in setting priorities, implementing key activities, and assessing progress in order to shift longstanding power structures in communities. The composition of this group may change over time as community priorities and strategies are further refined and new partnerships are established.
- **Engagement in Technical Assistance and Learning Opportunities:** Teams will be expected to meet on a monthly basis with their assigned liaison. They will also be expected to actively engage in the Challenge's learning network by participating in monthly virtual learning sessions and attending the annual in-person convenings. Challenge staff will also conduct site visits with each team to deepen understanding of the local context of each community and

to further inform technical assistance efforts throughout the end of the initiative. These visits will occur during the first half of 2021, as scheduling permits.

- **Project Implementation:** After an initial planning phase during which teams will receive support and technical assistance to refine their project designs, communities will be expected to demonstrate progress on the implementation of their projects within the first year of the initiative. Year 1 achievements should include implementation of strategies to change systems that impact a community’s access to foods that support healthy eating patterns and/or health services and build a foundation for Year 2 activities.
- **Development of a Challenge Plan:** The Challenge Plan will capture the team’s agreements on how the partners and community members will work together during and beyond the life of their funded project. Where applicable, communities may connect this document to their community’s existing plans and programs. At the conclusion of the Challenge, each community is expected to reach consensus around their priorities and how to build on their work-to-date.

Eligibility Criteria

The Challenge is designed to engage cross-sector teams from small- to medium-sized towns, cities, counties and federally recognized tribes in California, Florida, Georgia, Kentucky, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Tennessee, Texas and West Virginia. Geographies with total populations **up to 600,000** are eligible for the Challenge. Segments and individual neighborhoods of larger cities with populations over 600,000 are not eligible to participate in this opportunity.

Teams must designate an organization to submit the application and serve as the lead partner for the purposes of the Challenge. The lead partner organization can be a city or county government agency, federally recognized tribal leader, non-governmental organization, academic institution, or other organization that can effectively engage with all of the relevant partners and is in a position to receive and disburse grant funding on behalf of the community.

Participants from the 2016 Healthiest Cities & Counties Challenge cohort that did not receive a grand prize are eligible to apply for the new Challenge.

Key Application and Program Dates

Date(s)	Activity	Details
December 2019	RFP Released	Applications accepted via healthiestcities.org/apply
March 4, 2020	Submission Deadline	The submission period will close at 3 p.m. EST March 4, 2020. Proposals should be submitted by the designated lead partner organization. Applicants should make every effort to submit applications at least one day ahead of the deadline. No applications will be accepted once the portal closes.
March 2020	Review and Selection	All submissions will be reviewed, and a short list of applicants will be invited to participate in a phone conversation to discuss their proposal. A final 20 communities will be selected, and all applicants will be notified of their status by mid-April 2020 .
April 2020	Onboarding and First Disbursement	Grantees will attend an onboarding webinar and 1:1 call with their assigned Challenge liaison and a technical assistance partner in April 2020. Each community will receive a \$50,000 grant payment after completing their onboarding activities.
July 2021	Second Disbursement	Each community will receive a second \$50,000 payment after meeting the Challenge’s Year 1 expectations.
April 2022	Conclusion	Communities will submit their final Challenge Plan and close out Challenge activities.

Application Requirements

All applications must be submitted through healthiestcities.org/apply. Late submissions will not be accepted. Prospective applicants from the same city, county or federally recognized tribe are encouraged to collaborate and submit one joint application. Teams must designate a lead partner organization to submit the application on their behalf.

Competitive applications will demonstrate a commitment to participatory decision-making with local residents and a willingness to shift traditional power structures. Recognizing that some communities may be just starting on the path of finding new ways for sectors and residents to work together, we will consider teams with limited tangible community impacts to-date, but a clear vision for change.

Applications must provide clear and concise information in response to the following questions:

1. Quick Pitch (Approximately 150 words): What is your team poised to do if selected to participate in the Healthiest Cities & Counties Challenge?

2. Community Background and Priorities (Approximately 350 words):

- a. Describe one or two specific health-related priorities you plan to address through the Challenge. Provide information about local chronic disease prevalence and other relevant data points to help reviewers understand why your community has selected these issues and who exactly will benefit from your team's work.
- b. Provide historical, systemic and community context for the key needs, barriers and challenges your team aims to address related to access to foods that support healthy eating patterns and/or access to health services.

3. Collaboration and Resident Engagement Strategy (Approximately 750 words):

- a. Describe the current state of cross-sector collaboration and resident engagement in your community. Discuss how participation in the Challenge will build upon this foundation and accelerate your work to advance health equity.
- b. Explain how your team represents the diversity of city, county or federally recognized tribes' interests and demographics and involves key community leaders and



representatives across sectors. Are there other partners you hope to engage over the course of the Challenge? What are your proposed processes and strategies for developing collective power across sectors?

- c. Describe your approach for giving residents authentic leadership roles in your initiative and shifting traditional power structures. Specify how your team prioritizes community voice and engagement. How have community voices informed the identification of the priority issues detailed in the first section of this proposal?

4. Proposed Project (Approximately 750 words):

- a. Describe the goals and activities your team will carry out during the Challenge and the systems and/or policies you will seek to impact.
- b. Describe key activities your team has already implemented to address health equity through access to foods that support healthy eating patterns and/or access to health services. What have you learned from those activities that you will apply to the Challenge?
- c. Describe how your team will evaluate the results of its collective work. Specify the methods you plan to use to measure your progress, and if you plan to engage outside expertise in project evaluation.

5. Organizational Capacity and Leadership Qualifications (Approximately 500 words):

- a. Describe the lead organization's capacity to facilitate a cross-sector collaborative and manage the day-to-day operations associated with convening partners and members of the community including cultivating

partnerships, managing membership, engaging diverse stakeholders, setting common goals, responding to changes in priorities, and supporting resident leadership.

- b. Include a proposed staffing plan and the relevant experience and expertise of your leadership team members to carry out your initiative. Specify which leaders are from the community your initiative is serving and what their responsibilities will be.
- c. Describe how your organization's policies and practices help promote cultural competency and understanding among its leaders and front-line staff.
- d. Describe the communications channels you have at your disposal to spread the word about your work and to disseminate lessons learned from your project.

6. Potential Challenge and TA Needs (Required but not scored; Approximately 250 words): The Challenge staff anticipates that communities will need learning support in carrying out their projects and welcomes submissions from communities that are forthcoming about these needs. While teams will not be evaluated based on these learning needs, please answer the following questions to help the technical assistance partners plan their efforts:

- a. Discuss the primary challenges and barriers you anticipate in advancing health equity by addressing increased access to foods that support healthy eating patterns and/or health services.
- b. What specific technical assistance would be most useful in helping you proactively address these challenges?

In addition, please include the following items:

- **List of all partners and contact information for each partner's primary representative**
- **Letters of Commitment (300-500 words each)** from each of the major partners identified in the proposal as part of the cross-sector team (minimum of one, excluding the lead partner organization). Templated letters will not be accepted. These letters must answer the following questions:
 - a. What will be the partner's roles and primary responsibilities?
 - b. How will the partner participate in the planning and implementation of the Challenge project?
 - c. How will the partner contribute to measuring the project's progress?



Right to Reject

The Aetna Foundation, American Public Health Association and National Association of Counties individually and collectively reserve the right to:

- Reject any or all applications submitted.
- Request additional information from any or all applicants.
- At their sole discretion, conduct discussions with any applicant to assure full understanding of and responsiveness to the RFP requirements.

No applicant will be reimbursed for the cost of developing or presenting a proposal in response to this RFP. The submission of proposals through APHA's intake system is for operational purposes and will not result in any obligation by any of the Challenge partners to fund a proposal. All applications will be reviewed and finalists determined solely as described in this RFP.

RESOLUTION NO. 233

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE HEALTHIEST CITIES & COUNTIES CHALLENGE GRANT

Introduced: 6/13/16
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health (ACDOH) has requested authorization to submit a grant application to the CEOs for Cities, 1717 Euclid Avenue, UR 130, Cleveland, Ohio 44115 regarding funding from the Aetna Foundation, American Public Health Association and the National Association of County and City Health Officials for the Healthiest Cities and Counties Challenge Grant in an amount not to exceed \$250,000 for the period August 1, 2016 through August 1, 2018, and

WHEREAS, The Commissioner of ACDOH indicated that the grant funding would be used to help promote health by creating walkability within the City of Albany portion of the Helderberg Rail Trail, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the CEOs for Cities, 1717 Euclid Avenue, UR 130, Cleveland, Ohio 44115 regarding funding from the Aetna Foundation, American Public Health Association and the National Association of County and City Health Officials for the Healthiest Cities and Counties Challenge Grant for a term commencing August 1, 2016 through August 1, 2018 in an amount not to exceed \$250,000, 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. 6/13/16

cc: Pat Smoller
Charles Welge

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of June, 2016, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of June, 2016.

A handwritten signature in black ink, appearing to read "Paul T. Dennis", is written over a horizontal line.

Clerk, Albany County Legislature

HCCC PROPOSAL – SUBMITTED: “Healthy Food, Healthy Families”

1. Quick Pitch (Approximately 150 words)

What is your team poised to do if selected to participate in the Healthiest Cities & Counties Challenge?

148 WORDS

Albany County Leadership Team (Team) is at a pivotal, transformational moment with commitment from key community stakeholders to increase access to food supporting healthy eating. The Team will build on significant accomplishments and enhance its chronic disease prevention efforts through strategic community engagement of residents, integration of health and food program providers, and assessment of food resources and related services. Upon completion of this initial phase, we will deliver an effective multi-strategic campaign including policy, systems, and environmental changes, implementation of new and existing evidence-based programs, and tested messaging to link residents to healthy food supports.

The grantor’s insights, support and knowledge will allow us to maximize this opportunity to address food security, health disparity and related equity issues. Our cross-sector team is aligned in priorities and ready to leverage their collective resources and expertise to address a root cause of chronic disease by increasing healthy food access.

2. Community Background and Priorities (Approximately 350 words)

351 Words

a. Describe one or two specific health-related priorities you plan to address through the Challenge. Provide information about local chronic disease prevalence and other relevant data points to help reviewers understand why your community has selected these issues and who exactly will benefit from your team’s work.

b. Provide historical, systemic and community context for the key needs, barriers and challenges your team aims to address related to access to foods that support healthy eating patterns and/or access to health services.

Chronic diseases (e.g. diabetes, cardiovascular disease, and obesity) are costly and often preventable with healthy eating and physical activity. Heart disease, stroke and diabetes were responsible for 31.4% of deaths (2015) and 14.2% of hospitalizations (2014) in Albany County, New York. The latest Behavioral Risk Factor Surveillance System (BRFSS) survey conducted in Albany County estimates that 76.8% of adults do not participate in leisure time physical activity, 10% of adults do not have adequate access to locations for physical activity, and an estimated 59.5% of adults are overweight or obese, a significant increase from the 2003 estimate of 54%. Approximately 9% of adult Albany County residents have physician-diagnosed diabetes. In addition, approximately 7.1% of adults have physician-diagnosed prediabetes.

Feeding America’s 2017 Overall County Food Insecurity report for Albany County, New York identifies 36,970 residents, representing 12% of the population (including 16% of all children county-wide), who are food insecure. Of these individuals, 42% (n=15,527) are above the threshold for qualifying for subsidized nutrition programs; 58% (n=21,443) are at or below the 200% poverty level. These

challenges occur disproportionately in communities with limited access to resources, experiencing socio-economic hardship and minority health disparities.

Urban neighborhoods and rural hill towns have higher rates for obesity-related diseases (i.e. diabetes, cardiovascular conditions) and food insecurity compared to Albany County suburban areas. These communities also have higher poverty rates than the County average, are confronted by aging transportation infrastructure, economic development demands, social isolation, and limited access to healthy food options.

Evidence shows that strategically addressing food insecurity can have a positive impact on health outcomes as noted by the effect of federal nutrition programs on the nutrition, health, and well-being of recipients. Our Team is poised to implement policy, systems, and environmental changes linking our most at risk residents to healthy food while developing and promoting environmental supports that improve nutritional intake by making healthy eating, the easy choice. To achieve this, we will collectively apply behavior change theory to guide our process and in particular, Community-Based Participatory Research to engage community residents, identify challenges and opportunities, and shift the balance of power towards them.

3. Collaboration and Resident Engagement Strategy (Approximately 750 words)

667 Words

- a. Describe the current state of cross-sector collaboration and resident engagement in your community. Discuss how participation in the Challenge will build upon this foundation and accelerate your work to advance health equity.
- b. Explain how your team represents the diversity of city, county or federally recognized tribes' interests and demographics and involves key community leaders and representatives across sectors. Are there other partners you hope to engage over the course of the Challenge? What are your proposed processes and strategies for developing collective power across sectors?
- c. Describe your approach for giving residents authentic leadership roles in your initiative and shifting traditional power structures. Specify how your team prioritizes community voice and engagement. How have community voices informed the identification of the priority issues detailed in the first section of this proposal?

Pursuant to community service plans and *Albany County 2019 - 2021 Community Health Improvement Plan (CHIP)*, Albany County Department of Health, local hospitals (Albany Medical Center, St Peter's Health Partners), and partners (Better Health for Northeast New York; Food Pantries for the Capital District; Healthy Capital District Initiative; Russell Sage College, Department of Nutrition Science; University at Albany, School of Public Health; New York State Department of Health, Office of Public Health Practice; New York State Public Health Association) are committed to reducing obesity in children and adults inclusive of specific strategies to increase access to foods that support healthy eating patterns. Our focus is on subset populations within the County experiencing health disparities and equity challenges.

Historically, Albany County has witnessed unilateral interventions attempting to improve healthy food access (i.e. healthy convenience stores, community gardening, healthy food distributed at no cost to recipient, training on nutrition / healthy foods preparation, sodium reduction in congregate meals) with limited, unsustainable success. Over the past four years, a shift has occurred toward the local development of less traditional, cross-sector partnerships to address environmental factors, develop policy and system changes, and implement innovative programs addressing health equity. These partnerships promote community engagement and integrate resident input into their activities. This initiative will provide an opportunity to accelerate growing momentum and to collectively develop a plan that influences voluntary, healthy behavior change within our priority communities.

With insight and technical assistance from the grantor, we will apply an adaptive approach with clearly articulated strategies, agreed-upon actions and measures of success. This will facilitate shared ownership, accountability and coordination of mutually reinforcing activities between the stakeholders and between new community partners. The Team is comprised of agencies providing services to Medicaid and Medicaid qualified residents, to adults and children, and support to community-based organizations providing both direct and indirect food resources and services. The integration of activities and support of the Team (i.e. Albany County Department of Health, Albany Medical Center, Better Health for Northeast New York, Healthy Capital District Initiative, St. Peter's Health Partners, Russell Sage College, University at Albany) and other partners (e.g. Albany County Department for Aging, Cornell Cooperative Extension, Food Pantries for the Capital District, Regional Food Bank of Northeastern New York, New York State Public Health Association, United Way of the Greater Capital Region, higher educational institutions, local school districts, not-for-profit community based organizations, community advocacy groups, and residents) will be engaged over the course of the Challenge.

Members of the Team represent the demographic diversity of the Albany County community and have facilitated ongoing community engagement through one or more of the following strategies: pop-up events, education presentations, canvassing and outreach activities, town hall meetings, surveys, and/or focus groups which collectively identified access to health eating as a priority and assisted with defining applicable interventions. These activities as well as the ongoing work of Community Health Worker (CHW) teams has guided and will continue to guide this project. Specifically, CHW teams provide valuable information about the impact of social determinants of health on the quality of life and health of priority communities. Additionally, ACDOH coordinated a meeting with community-based food resources in 2018. This meeting highlighted the disconnectedness between organizations, the complexity in identifying a solution to increase food access and healthy eating, and confirmed the need for a collective impact approach.

For us to be effective, we will purposefully engage all layers of the community. Through this initiative, we will apply Community-Based Participatory Research (CBPR) to gain a deeper understanding of the unique challenges and opportunities within the community, identify the cost and benefit of accessing and eating healthy food (i.e. monetary, social, values, etc.), plan and develop effective interventions driven by the community and research, facilitate bidirectional communication, and build community empowerment. It is expected that resident leaders will be identified through this process and provide an opportunity for us to establish a Community Advisory Board that will be active near the end of the formative research phase and sustained after the Challenge.

4. Proposed Project (Approximately 750 words)

728 Words

- a. Describe the goals and activities your team will carry out during the Challenge and the systems and/or policies you will seek to impact.
- b. Describe key activities your team has already implemented to address health equity through access to foods that support healthy eating patterns and/or access to health services. What have you learned from those activities that you will apply to the Challenge?
- c. Describe how your team will evaluate the results of its collective work. Specify the methods you plan to use to measure your progress, and if you plan to engage outside expertise in project evaluation.

Healthy food access is a complex issue that cannot be solved by one program or organization alone. Solutions to complex problems can be more effectively derived when organizations actively coordinate their actions to achieve the same goal. By engaging partners across the business, nonprofit, academic, and government sectors, we can help increase access to foods that support healthy eating patterns. Together, multi-sector partners can generate collective impact by more comprehensively addressing the variety of needs of low socio-economic families to help them achieve stability. Through assessing community needs, setting outcomes, leveraging local partnerships and standardizing measurements for success, we will collectively increase stability and opportunity for low-income residents.

The Albany County Leadership Team represents a cross-sector of agencies – local health department, hospitals, college academia – that have collective experience working with the targeted populations in clinical and community settings. Additionally, each agency participates and/or facilitates coalitions comprised of community-based organizations, health care providers, service providers, public health educators, public health researchers, residents etc. to facilitate multi-directional communication to promote self-management of chronic diseases and/or address social determinants of health including food security.

Through these coalitions, innovative projects have been developed and are in various stages of implementation. Both hospitals, the ACDOH CHW team, and many community based organizations within Albany County are using a social determinants of health screening tool that includes two-validated food security screening questions to identify residents that are food insecure. Some referral workflows include piloting electronic health records, population health management, and referral platforms to link food insecure individuals and families to food resources and assistance services. CHWs are being innovatively embedded into coordinated health care teams and with community-based programs to provide resource navigation and health coaching to patients with chronic disease. At least two, “food pharmacies” are scheduled to launch in Spring 2020 to provide medically tailored meals for patients and their families, with a follow up Registered Dietitian consult for patients at the time of hospital discharge. Also, local food pantries are labeling heart healthy and diabetic friendly foods for users, preparing medically tailored bags for users with chronic disease, and completing an asset map of community food resources e.g. pantries, senior meals, summer meal programs, produce access, etc.

All of these activities have raised awareness about equity challenges and provided insight into some of the barriers and potential solutions for addressing healthy food access. Evidence has shown that building a grocery store, in and of itself, does not provide a sustainable solution to address food insecurity. Revealed barriers preventing access to food that supports healthy eating patterns include

unreliable or non-existent transportation, limited mobility, inconvenient hours of operation, lack of personal cooking skills, no access to cooking utensils or refrigerators, lack of nutrition knowledge or food budget management, emotional and/or social eating tendencies, cultural food preferences and potential stigma related to using food assistance services. Given the diversity within Albany County, it is imperative to complete formative research to increase our understanding of the nuances of each targeted community, to determine the next steps and resources needed to implement an effective multi-strategic campaign, close gaps, and increase access to healthy food. The campaign may include the expansion of existing work into new communities, the implementation of new practices to pilot, and/or the strategic placement of tested messaging to promote healthy food access.

The Team will evaluate its collective work through ongoing process evaluation to facilitate ongoing learning, transparent communication, and timely adaptability based on the evaluation findings. Outside project evaluation expertise will be engaged. Evaluation approaches will change as the collective impact model evolves during the Challenge. A logic model will be collectively completed during the developmental phase to define mutually reinforcing activities of each leadership Team agency; and define short-, mid-, and long-term outcomes and associated shared metrics to measure success.

In the early phases, developmental evaluation will include assessing what is working well and where there is progress initially as well as identify adaptations to be made to adjust to new circumstances or information. Formative evaluation will track outcomes linked to the mutually-reinforcing activities and how well these strategies are progressing, identify limiting factors, and opportunities for enhancing the work. A summative evaluation will be completed at the end of the Challenge to measure the impact the project had on increasing healthy eating patterns, reducing chronic disease, and decreasing the negative impact of social determinants of health.

5. Organizational Capacity and Leadership Qualifications (Approximately 500 words)

647 Words

- a. Describe the lead organization's capacity to facilitate a cross-sector collaborative and manage the day-to-day operations associated with convening partners and members of the community, including cultivating partnerships, managing membership, engaging diverse stakeholders, setting common goals, responding to changes in priorities, and supporting resident leadership.
- b. Include a proposed staffing plan and the relevant experience and expertise of your leadership team members to carry out your initiative. Specify which leaders are from the community your initiative is serving and what their responsibilities will be.
- c. Describe how your organization's policies and practices help promote cultural competency and understanding among its leaders and front-line staff.
- d. Describe the communications channels you have at your disposal to spread the word about your work and to disseminate lessons learned from your project.

Albany County Department of Health (ACDOH) has a distinguished history of establishing and participating in community coalitions to advance policy, systems and environmental strategies for improving the health of its citizens. ACDOH is a founding member of the Healthy Capital District

Initiative, a coalition of local health departments, hospitals, federally qualified health centers, and insurers established to identify and address compelling health needs in the Capital Region. ACDOH is also the lead agency for the Albany County Strategic Alliance for Health (ACSAH). Formed in 2008, ACSAH, previously funded by the Centers for Disease Control and Prevention, is a robust coalition of over ninety participating organizations that targets poor nutrition and lack of physical activity as risk factors for a variety of chronic diseases in at-risk communities.

ACDOH has a long commitment and successful history of implementing strategies to prevent chronic disease by promoting public health change and simultaneously addressing equity issues that make these changes challenging. ACDOH has sufficient infrastructure to support *Healthiest Cities & Counties Challenge* interventions and the experience of forming collaborative efforts (with residents, child care providers, schools, municipalities, community-based organizations, health care providers, businesses) to encourage healthy eating, lifestyle change and disease prevention.

The ACDOH Division of Public Health Planning and Education (DPHPE) staff will coordinate the Leadership Team, assure active resident engagement, and provide administrative / fiscal oversight. DPHPE staff has extensive experience in addressing chronic diseases including public health education, policy development, coalition building, program development, and evaluation. DPHPE has successfully administered and implemented various chronic disease prevention programs and has been recognized nationally by the National Association of City and County Health Officials (NACCHO) for developing four Model Practice Programs over the past three year - involving collaborations with cross-sector teams to reduce health disparities in chronic disease or opioid use disorder.

Leadership Team members identified below all community representatives and provide subject area expertise and commit to being active members i.e. participate in planning, development, implementation and ongoing evaluation activities; promote initiative to community members and partners. Team members' additional responsibilities include:

- Albany Medical Center: promote environmental changes i.e. worksite wellness, promote and implement food security screening and referrals, provide diabetes self-management services.
- Better Health for Northeast New York: data analysis and sharing related remediation of social determinants of health (SDoH), implement food insecurity screening and referrals, , create Food Farmacy, improve clinical-community linkages, engage CHWs.
- Healthy Capital District Initiative: data analysis and sharing, community engagement support, Collective Impact TA, implement food insecurity screening and referral.
- New York State Department of Health, Office of Public Health Practice: identify best practices and evidence-based interventions; assist with policy development and implementation addressing SDoH.
- St. Peter's Health Partners: implement food insecurity screening and referrals, increase awareness of food resources, create Food Farmacy and Medically Tailored Meals, convene community steering committee addressing food security, engage in payor strategies, promote community engagement activities.

- Russell Sage College: nutrition expertise including evidence based methods of food promotion; implementation support staff; facilitate relationships and activities with community food resource partners;
- University at Albany: community-based participatory research and evidence-based public health and empowerment intervention expertise; implementation and evaluation support staff.

In conjunction with its achievement of Public Health Accreditation (March 2019), ACDOH addresses cultural competence and cultural barriers among the population through the provision of socially, culturally and linguistically appropriate policies, processes, programs, and interventions.

Albany County *Healthiest Cities & Counties Challenge* partners are committed to providing clear and inclusive communications, public relations, community engagement, and customer service. Communication channels include collateral print materials, direct mail pieces, press releases, media interviews (e.g. radio, TV, print), website, newsletters, social media, community events, and health education presentations. Albany County partners have experience in cross-site evaluation and sharing lessons learned as a result of participation in Association of State and Territorial Health Officials, Centers for Disease Control and Prevention, NACCHO and New York State Department of Health programs.

6. Potential Challenges and TA Needs (Not scored) (Approximately 250 words) The Challenge staff anticipates that communities will need learning support in carrying out their projects and welcomes submissions from communities that are forthcoming about these needs. While teams will not be evaluated based on these learning needs, please answer the following questions to help the technical assistance partners plan their efforts:

198 Words

- Discuss the primary challenges and barriers you anticipate in advancing health equity by addressing increased access to foods that support healthy eating patterns and/or health services.
- What specific technical assistance will be most useful in helping you proactively address these challenges?

The Albany County Team anticipates the primary challenges in advancing health equity to be:

- Coordinating the large and diverse system of stakeholders to complete a community assessment and facilitate communication and integration of the many related efforts;
 - Maintaining engagement of vulnerable residents from various communities i.e. rural, urban;
 - Balancing assessment activities with ongoing related program implementation activities;
 - Creating and sustaining a *Culture of Health* inclusive of the socio-ecological model factors where “Everyone has access to the care they need and a fair and just opportunity to make healthier choices.” (Robert Wood Johnson Foundation)

Technical assistance on the following will help the Albany County Team to be proactive and develop skills and resources to meet the challenges noted above:

- Allocating resources;

- Developing and/or improving external and internal workflows to effectively and efficiently communicate and coordinate efforts;
- Implementing communication best practices to effectively share work with elected officials, partners, and community members;
- Building sustainability by identifying opportunities and best practices throughout the initiative.

The Team welcomes the grantor's valuable guidance and insights during this project to help us maximize the potential of the Albany County Leadership Team and its partners to positively improve the health of our community.

RESOLUTION NO. 171

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE HEALTHIEST CITIES & COUNTIES CHALLENGE GRANT

Introduced: 5/11/20
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health (ACDOH) has requested authorization to submit a grant application to the Aetna Foundation, Healthy Places by Design, the American Public Health Association and the National Association of County and City Health Officials regarding the Healthiest Cities and Counties Challenge Grant in an amount not to exceed \$100,000 for a term commencing April 1, 2020 through April 1, 2022, and

WHEREAS, The Commissioner of ACDOH has indicated that the grant funding would be used to help promote health by increased access to foods that support healthy eating patterns; and improved access to health services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the Aetna Foundation, Healthy Places by Design, the American Public Health Association and the National Association of County and City Health Officials regarding the Healthiest Cities and Counties Challenge Grant in an amount not to exceed \$100,000 for a term commencing April 1, 2020 through April 1, 2022, and, be it further

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

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



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

3/31/2020

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the May meeting of the Legislature. The Albany County Department of Health has been notified by the New York State Department of Health about the extension of the Childhood Lead Poisoning Primary Prevention Program. This program conducts activities and inspections to prevent lead poisoning in children before they become exposed. The extended deadline is 9/30/2020. This grant was anticipated in the 2020 budget.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1625, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to extend the Childhood Lead Poisoning Primary Prevention Program grant

Date: 3/31/2020
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4584
Department Rep.
Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Acceptance

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

NYS Department of Health
Housing Hygiene Section
Corning Tower Room 1372
Albany, NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 204,544

Scope of Services: Program conducts activities and inspections to prevent lead poisoning
in children before they are exposed.

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: 4010.0.4409
Revenue Amount: \$204,544

Appropriation Account and Line: Various lines
Appropriation Amount: \$204,544

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 4/1/2020 - 9/30/2020
Length of Contract: 6 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 365/2015
Date of Adoption: 9/14/2015

Justification: (state briefly why legislative action is requested)

The Albany County Department of Health has been notified by the New York State Department of Health about the extension of the Childhood Lead Poisoning Primary Prevention Program. This program conducts activities and inspections to prevent lead poisoning in children before they become exposed. Primary and secondary prevention includes public and professional outreach and education; collaboration with local primary care providers for screening, diagnostic evaluation, medical management and educational and environmental interventions. In 2018, 208 home inspections were conducted by certified Lead Risk Assessors, clearing 205 homes. The extended deadline is 9/30/2020. This grant was anticipated in the 2020 budget.

RESOLUTION NO. 365

AUTHORIZING AN AGREEMENT WITH THE NYS DEPARTMENT OF HEALTH REGARDING THE CHILDHOOD LEAD POISONING PRIMARY PREVENTION PROGRAM

Introduced: 9/14/15

By Health Committee, Messrs. Beston, Bullock, Clay, Clenahan, Commisso, Corcoran, Cotrofeld, Domalewicz, Higgins, Jacobson, Ms. Kinsch, Messrs. Mackey, Mayo, Ms. McKnight, Messrs. O'Brien, Reilly and Ward:

WHEREAS, The Commissioner of Health has been notified by the NYS Department of Health that funds in the amount of \$2,045,440 are available to continue an ongoing grant pertaining to the Childhood Lead Poisoning Primary Prevention Program, and

WHEREAS, The program seeks to reduce the prevalence of elevated blood lead levels in children through the implementation of a comprehensive program of primary and secondary prevention, and

WHEREAS, The Commissioner has requested authorization to enter into a multi-year agreement with the NYS Department of Health in the amount of \$2,045,440 regarding the Childhood Lead Poisoning Primary Prevention Program for a term commencing April 1, 2015 and ending March 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a multi-year agreement with the NYS Department of Health in the amount of \$2,045,440 regarding the Childhood Lead Poisoning Primary Prevention Program for a term commencing April 1, 2015 and ending March 31, 2020, and, be it further

RESOLVED, That the County Executive is further authorized to enter into an initial agreement with the NYS Department of Health regarding the Childhood Lead Poisoning Primary Prevention Program for the period commencing April 1, 2015 and ending March 31, 2016 in an amount not to exceed \$409,088, and, be it further

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

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

Adopted by unanimous vote. 9/14/15

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 14th day of September, 2015 a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 15th day of September, 2015

A handwritten signature in black ink, appearing to read "Paul T. Deane", is written over a horizontal line.

Clerk, Albany County Legislature

FW: 2019-2020 CLPPPP Contract Extension Notice

Burke, Timothy <Timothy.Burke@albanycountyny.gov>

Wed 3/25/2020 3:32 PM

To: Witherspoon, Shanna <Shanna.Witherspoon@albanycountyny.gov>**Cc:** VanWormer, Ernest <Ernest.VanWormer@albanycountyny.gov>

📎 1 attachments (116 KB)

CLPPPP Ext_Workplan Attestation_2020.dotx;

F.Y.I.

From: doh.sm.childhood.lead.primary.prevention.poisoning <clppp@health.ny.gov>**Sent:** Thursday, March 5, 2020 2:52 PM**To:** Burke, Timothy <Timothy.Burke@albanycountyny.gov>; jwelch@co.broome.ny.us;

WhitemaN@co.chautauqua.ny.us; mjones@dutchessny.gov; Jacobs, Gregory (ERIE)

<gregory.jacobs@erie.gov>; shallock@monroecounty.gov; walter.trautwein@niagaracounty.com;

afaciano@health.nyc.gov; dgilmore@ocgov.net; debralewis@ongov.net; bdeitrich@orangecountygov.com;

deanna.miller@renesco.com; Priebe, Jennifer M (SCHENECTADY Co)

<jennifer.priebe@schenectadycounty.com>; dgrn@co.ulster.ny.us; mic3@westchestergov.com

Cc: Carroll, Thomas J (HEALTH) <thomas.carroll@health.ny.gov>; 'Amy Murphy' <amurphy@nchh.org>; Laura

Fudala <lfudala@nchh.org>; Miner, Brian M (HEALTH) <brian.miner@health.ny.gov>; Ortiz, Victoria A

(HEALTH) <victoria.ortiz@health.ny.gov>; Shay, Timothy M (HEALTH) <timothy.shay@health.ny.gov>

Subject: 2019-2020 CLPPPP Contract Extension Notice

Dear CLPPPP Grantees,

New York State Department of Health is extending your current Childhood Lead Poisoning Primary Prevention Program (CLPPPP) contract to September 30, 2020. The extension DOES NOT allow for the carryforward of unspent funding from the current contract period. Existing workplans will be converted with the new end date (unless you indicate otherwise), however you must submit a 6 month budget to cover the additional period. Your 6-month contract value and total contract value through 09/30/2020 are in the table below:

LHD	Six-Month Contract Value	Total Award thru 09/30/2020
Albany Co.	\$204,544	\$613,632
Erie Co.	\$571,411	\$1,714,233
Monroe Co.	\$447,521	\$1,342,563
Oneida Co.	\$203,078	\$609,233
Onondaga Co.	\$283,495	\$850,484
Orange Co.	\$194,958	\$584,873
Westchester Co.	\$337,542	\$1,012,625
Dutchess Co.	\$142,279	\$426,836
Broome Co.	\$167,887	\$503,660
Schenectady Co.	\$130,649	\$391,947
Chautauqua Co.	\$156,966	\$470,897

796

NYC DOHMH	\$1,087,500	\$3,262,500
Ulster Co.	\$140,861	\$422,583
Niagara Co.	\$115,845	\$347,535
Rensselaer Co.	\$165,467	\$496,400

For grantees with an approved workplan for 2019-2020, please either sign and return the attached attestation stating that you'll continue the approved workplan through the extension period OR submit a new workplan with any changes highlighted.

Contract amendments will be sent under separate cover to each LHD for signature and will include directions and all necessary pages for contract execution.

Thank you for your continued patience, and hard work!

Megan Hughes, MPH
Principal Sanitarian
New York State Department of Health
Housing Hygiene Section
Corning Tower Room 1372
Albany, NY 12237
518-402-7600

RESOLUTION NO. 172

AMENDING RESOLUTION NO. 365 FOR 2015 REGARDING THE CHILDHOOD LEAD POISONING PRIMARY PREVENTION PROGRAM

Introduced: 5/11/20
By Health Committee:

WHEREAS, By Resolution No. 365 for 2015, this Honorable Body authorized a multi-year agreement with the New York State Department of Health regarding the Childhood Lead Poisoning Primary Prevention Program in the amount of \$2,045,440 for the term commencing April 1, 2015 and ending March 31, 2020, and

WHEREAS, The Commissioner of the Albany County Department of Health has requested an amendment to the agreement with the New York State Department of Health in the amount of \$204,544 to reflect a new total contract amount of \$2,249,984 rather than \$2,045,440, and

WHEREAS, The Commissioner has also requested to amend the agreement to reflect an ending date of September 30, 2020 rather than March 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 365 for 2015 is hereby amended in the amount of \$204,544 to reflect a new total contract amount of \$2,249,984 rather than \$2,045,440, and, be it further

RESOLVED, That Resolution No. 365 for 2015 is also amended to reflect an ending date of September 30, 2020 rather than March 31, 2020, and, be it further

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

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



DANIEL P. McCOY
County Executive

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

The Dr. John J.A. Lyons
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www.albanycounty.com

3/31/2020

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the May meeting of the Legislature. Albany County Department of Health has been notified of a one year extension to our existing Healthy Neighborhood Program (HNP) contract. This was previously a 6-year contract set to expire on March 31, 2020. The HPN is designed to provide preventative environmental health services to targeted geographic areas, usually comprised of low-income families, living in homes and neighborhoods with a disproportionate number of residential hazards. ACDOH will subcontract with Cornell Cooperative Extension Albany County to implement the program in the following targeted areas: City of Albany, NY, zip codes 12202, 12206, 12208, 12209, 12210. These communities have been identified based on data collected from more than 1,200 HNP home visits in the past 4 years. ACDOH is requesting approval to amend our current contract with NYS with an updated contract end date of March 31, 2021. All revenues and expenditures were anticipated and included in the Health Department budget.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1626, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to amend the contract for the Healthy Neighborhood Program with NYS

Date: April 1, 2020
 Submitted By: Dr. Elizabeth Whalen
 Department: Health
 Title: Commissioner of Health
 Phone: 518-447-4695
 Department Rep.
 Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

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):

NYS Dept of Health
Bureau of Community Environmental Health & Food Protection
Corning Tower Building, Room 1395
Albany, NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$263340

Scope of Services: The Healthy Neighborhood Program (HNP) is designed to provide preventative environmental health services to targeted geographic areas, usually comprised of low-income families, living in homes and neighborhoods with a disproportionate number of residential hazards.

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line: A44010.0.4417
Revenue Amount: \$263,340

Appropriation Account and Line: Various lines (salary, fringe and contractual)
Appropriation Amount: \$263,340

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 07/01/2015 - 3/31/2021
Length of Contract: 68 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 187 of 2019
Date of Adoption: May 13, 2019

Justification: (state briefly why legislative action is requested)

Albany County Department of Health has been notified of a one year extension to our existing Healthy Neighborhood Program (HNP) contract. This was previously a 6-year contract set to expire on March 31, 2020. The HPN is designed to provide preventative environmental health services to targeted geographic areas, usually comprised of low-income families, living in homes and neighborhoods with a disproportionate number of residential hazards. ACDOH will subcontract with Cornell Cooperative Extension Albany County to implement the program in the following targeted areas: City of Albany, NY, zip codes 12202, 12206, 12208, 12209, 12210. These communities have been identified based on data collected from more than 1,200 HNP home visits in the past 4 years. ACDOH is requesting approval to amend our current contract with NYS with an updated contract end date of March 31, 2021. All revenues and expenditures were anticipated and included in the Health Department budget.

FW: FYI- Notification to Grantees re: Healthy Neighborhoods Program (HNP)

Marra, Marcia <Marcia.Marra@albanycountyny.gov>

Tue 3/17/2020 5:01 PM

To: Lerner, Nancy <nkl1@cornell.edu>; Witherspoon, Shanna <Shanna.Witherspoon@albanycountyny.gov>

FYI.
Marcia

From: doh.sm.healthy.neighborhoods.program <hnp@health.ny.gov>
Sent: Tuesday, March 17, 2020 3:36 PM
To: Marra, Marcia <Marcia.Marra@albanycountyny.gov>; Schuster, Mark S. <Mschuster@co.broome.ny.us>; kabate@cayugacounty.us; Davies, Ryan <Ryan.Davies@clintoncountygov.com>; Finckel, Amanda <Amanda.Finckel@clintoncountygov.com>; Chloe Meltz <chloe.meltz@columbiacountyny.com>; Elizabeth Gesin <egesin@cortland-co.org>; Tyler, Robert (ERIE) <robert.tyler@erie.gov>; heatheressig@monroecounty.gov; theresa.mccabe@niagaracounty.com; Andrew Faciano <afaciano@health.nyc.gov>; Paciello, Kathleen <kpaciello@ocgov.net>; Lisa Letteney <LisaLetteney@ongov.net>; Wendy Kurlowicz <WendyKurlowicz@ongov.net>; Meehan, Heidi <hmeehan@orangecountygov.com>; relder@renesco.com; Stopler, Shari <stoplers@co.rockland.ny.us>; Prehoda, Natalie E (SCHENECTADY Co) <natalie.prehoda@schenectadycounty.com>; Ace, Adam <acea@co.tioga.ny.us>; Hillson, Samantha (TOMPKINS Co) <shillson@tompkins-co.org>; Eschweiler, Steven <sae3@westchestergov.com>
Cc: Usack, Kristina N (HEALTH) <Kristina.Usack@health.ny.gov>; Fox, Lloyd A (HEALTH) <lloyd.fox@health.ny.gov>; Carroll, Thomas J (HEALTH) <thomas.carroll@health.ny.gov>; Miner, Brian M (HEALTH) <brian.miner@health.ny.gov>; Cates, Rachel E (HEALTH) <rachel.cates@health.ny.gov>
Subject: FYI- Notification to Grantees re: Healthy Neighborhoods Program (HNP)

Please see below for a field memo that was distributed earlier today.

This memo is being sent by Brian M. Miner, Director - BCEHFP

TO: City/County Commissioners of Health
Public Health Directors

SUBJECT: Notification to Grantees re: HNP

Dear Commissioner/Public Health Director:

In September 2019, the Department of Health released a Request for Applications (RFA) for the Healthy Neighborhoods Program (HNP). Due to increasing demands and diversion of staff resources at the State and local levels in addressing COVID-19 emergency response issues, the Department will be postponing award announcements for this RFA.

The Department intends to seek a one-year extension of the existing Healthy Neighborhoods Preventive Health Cornerstones contract, with an anticipated project period of April 1, 2020 – March

31, 2021. This action is pending approvals from the Division of Budget and Office of the State Comptroller. It is expected that the existing applications received through the recent RFA will be used to make funding awards for program activity after April 1, 2021. The applications for funding that have already been submitted will be used to determine those awards, so applicants do not need to reapply to remain eligible.

Program staff will be contacting existing HNP programs to address questions and discuss individual budget and workplan updates related to the extension in the coming days. All applicants with questions can contact the HNP program at hnp@health.ny.gov

RESOLUTION NO. 187

AMENDING RESOLUTION NO. 39 FOR 2018 REGARDING THE HEALTHY NEIGHBORHOODS PROGRAM

Introduced: 5/13/19

By Health Committee and Mr. Domalewicz:

WHEREAS, By Resolution No. 316 for 2015, this Honorable Body authorized an agreement with the New York State Department of Health (NYSDOH) regarding the Healthy Neighborhoods Program (HNP) Grant in an amount not to exceed \$1,082,812 for the term commencing July 1, 2015 and ending March 31, 2019; and

WHEREAS, By Resolution No. 39 for 2018, this Honorable Body authorized an amendment to the HNP agreement with the NYSDOH to reflect a total amount not to exceed \$1,031,992 rather than \$1,082,812, and

WHEREAS, The Commissioner of the Albany County Department of Health has requested an amendment to the HNP agreement with the NYSDOH in the amount of \$263,340 to reflect a new total amount not to exceed \$1,295,332 as well as an amendment to the terms of the agreement to reflect an ending date of March 31, 2020 rather than March 31, 2019, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 39 for 2018, is hereby amended to reflect a new total amount not to exceed \$1,295,332 and a new ending date of March 31, 2020 rather than March 31, 2019, and, be it further

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

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

Adopted by unanimous vote – 5/13/19

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 13th day of May, 2019, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 15th day of May, 2019.

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

Clerk, Albany County Legislature

RESOLUTION NO. 173

AMENDING RESOLUTION NO. 187 FOR 2019 REGARDING THE HEALTHY NEIGHBORHOODS PROGRAM

Introduced: 5/11/20
By Health Committee:

WHEREAS, By Resolution No. 316 for 2015, this Honorable Body authorized an agreement with the New York State Department of Health regarding the Healthy Neighborhoods Program grant in the amount of \$1,082,812 for the term commencing July 1, 2015 and ending March 31, 2019, and

WHEREAS, By Resolution No. 39 for 2018, this Honorable Body authorized an amendment to the agreement with the New York State Department of Health to reflect a total amount not to exceed \$1,031,992 rather than \$1,082,812, and

WHEREAS, By Resolution No. 187 for 2019, this Honorable Body authorized further amendments to the agreement with the New York State Department of Health to reflect a new total amount not to exceed \$1,295,332 and a new ending date of March 31, 2020 rather than March 31, 2019, and

WHEREAS, The Commissioner of the Albany County Department of Health has requested an additional amendment to the agreement with the New York State Department of Health in the amount of \$263,340 to reflect a new total contract amount of \$1,558,672 rather than \$1,295,332, and

WHEREAS, The Commissioner has also requested to amend the agreement to reflect an ending date of March 31, 2021 rather than March 31, 2020, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 187 for 2019 is hereby amended in the amount of \$263,340 to reflect a new total contract amount of \$1,558,672 rather than \$1,295,332, and, be it further

RESOLVED, That Resolution No. 187 for 2019 is also amended to reflect an ending date of March 31, 2021 rather than March 31, 2020, and, be it further

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

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



DANIEL P. McCOY
County Executive

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

4/2/2020

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the May meeting of the Legislature. Albany County Department of Health (ACDOH) has been notified of a continuation of the HIV Surveillance grant. This grant supports the goals of:

- Completely and accurately reporting all suspected and confirmed HIV/AIDS cases within the County
- Instructing diagnosing providers on the responsibility to report newly diagnosed HIV, HIV illness, and AIDS cases and requests for partner notification
- Maintaining confidentiality of all reports of suspect and confirmed HIV/AIDS cases
- Ensuring uniform and standardized HIV/AIDS surveillance procedures throughout NYS.

ACDOH will receive \$200 per report, up to \$80,000 per year. ACDOH has budget \$60,000 in the 2020 budget. Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.



Legislation Text

File #: TMP-1627, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request to contract with NYSDOH for HIV Surveillance program

Date: 4/1/2020
 Submitted By: Dr. Elizabeth Whalen
 Department: Health
 Title: Commissioner of Health
 Phone: 518-447-4695
 Department Rep.
 Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Renewal

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

NYS DOH
Division of Epidemiology, Evaluation and Partner Services
Corning Tower, ESP Room 717
Albany NY 12237

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

Scope of Services: Reviewing the medical records of potential HIV/AIDS cases and from specified reporting sources within their jurisdiction (e.g., hospitals, clinics, private physicians, jails, laboratories, vital statistics death reports).

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: A4010.0.4414
Revenue Amount: \$60,000

Appropriation Account and Line: Various lines (salary and fringe)
Appropriation Amount: \$60,000

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 1/1/2020 - 12/31/2024
Length of Contract: 60 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 279 of 2016
Date of Adoption: 7/11/2016

Justification: (state briefly why legislative action is requested)

Albany County Department of Health (ACDOH) has been notified of a continuation of the HIV Surveillance grant. This grant supports the goals of:

- Completely and accurately reporting all suspected and confirmed HIV/AIDS cases within the County
- Instructing diagnosing providers on the responsibility to report newly diagnosed HIV, HIV illness, and AIDS cases and requests for partner notification
- Maintaining confidentiality of all reports of suspect and confirmed HIV/AIDS cases
- Ensuring uniform and standardized HIV/AIDS surveillance procedures throughout NYS.

ACDOH will receive \$200 per report, up to \$80,000 per year. ACDOH has budget \$60,000 in the 2020 budget.

APPENDIX C-3

ALBANY COUNTY DEPARTMENT OF HEALTH

WORKPLAN

I. Corporate Information

ALBANY County Department of Health

II. Summary Statement:

Surveillance for cases of Human Immunodeficiency Virus (HIV) and Acquired Immune Deficiency Syndrome (AIDS) is conducted in New York State (NYS) pursuant to the HIV/AIDS Reporting Law. This law was passed in July of 1998 and was implemented June 1, 2000. The confidentiality of the reports collected, as well as all additional information regarding the reported cases, is strictly protected by the safeguard of Public Health Law 206 (1)(j).

As described in this workplan, ALBANY County will be responsible for conducting any surveillance necessary to follow up on reports and for reviewing the medical records of potential HIV/AIDS cases and from specified reporting sources within their jurisdiction (e.g., hospitals, clinics, private physicians, jails, laboratories, vital statistics death reports).

ALBANY County will employ one or more County Surveillance Representatives (CSR) to be assigned to the County. The CSR duties will include the following: visiting reporting sources, reviewing medical records, interviewing medical personnel, educating diagnostic providers regarding HIV/AIDS, collecting epidemiologic information related to HIV/AIDS, and completing case report forms (CRF) and related paper and /or electronic documents. ALBANY County will ensure full coverage of surveillance activities for the period of this contract (including periods of absence, vacation and/or leave on the part of the STATE supported CSR). The STATE will determine the minimum qualifications for this position and participate in the CSR selection process. The STATE will provide initial training to the CSR identical to training received by other surveillance staff and the CSR will be expected to participate in all subsequent field surveillance conference calls, tutorials or trainings. At anytime, the CSR should contact the Surveillance Coordinator or her designee with questions.

ALBANY County will provide the CSR adequate and necessary secured office space and furnishings for the performance of the aforementioned duties and the documentation thereof. ALBANY County will reimburse its employee for all local travel expenses at the negotiated rate stipulated in the collective bargaining agreement between ALBANY County and the agent representing such employee. The STATE will be responsible for reimbursement of travel expenses incurred for training and staff meetings outside the County. ALBANY County will be reimbursed per chart review at a rate of \$200 per medical record review and CRF completion.

The following policies and procedures have been developed for those counties that are authorized to conduct HIV/AIDS surveillance as deputies of the State Commissioner of Health ("deputized counties").

Goals of HIV/AIDS Surveillance Deputization:

- 1) Completely and accurately report all suspected and confirmed HIV/AIDS cases within the deputized counties;
- 2) Instruct diagnosing providers on the responsibility to report newly diagnosed HIV, HIV illness, and AIDS cases and requests for partner notification using the web-based HIV/AIDS Provider Portal accessed through the Health Commerce System (HCS), or using the hard-copy DOH-4189 "Medical Provider HIV/AIDS and Partner/Contact Report Form" (PRF); follow-up with providers for non-submitted PRFs;

- 3) Routinely collect from the County Health Department's Office of Vital Records death certificates for decedents with HIV/AIDS related causes of death listed and utilize such for surveillance purposes, and;
- 3) Maintain confidentiality of all reports of suspect and confirmed HIV/AIDS cases, and;
- 4) Ensure uniform and standardized HIV/AIDS surveillance procedures throughout NYS.

The authority to conduct HIV/AIDS surveillance is granted by the State Commissioner of Health to the deputized County Health Officer with the agreement that these counties will adhere to and abide by the following policies and procedures.

HIV/AIDS SURVEILLANCE REQUIRED PROCEDURES

I. General Surveillance Duties

- A. A current listing of primary reporting contacts in the known reporting facilities will be maintained. More than one contact person per reporting facility should be identified in case of absence or extended leave on the part of the primary contact. Contact person will typically be infection control practitioners, but others, such as infectious disease clinicians, coordinators of AIDS designated care centers and medical records personnel may be designated as contact persons where appropriate.
- B. Routinely educate providers regarding their HIV/AIDS reporting obligations, the crucial role they have in linking patients to partner notification services, and how surveillance data is used to allocate federal and state funds, to identify trends in HIV transmission, to facilitate access to health, social and prevention services, and to target and evaluate prevention interventions. The CSR will instruct diagnosing and care giving providers on the responsibility to report newly diagnosed HIV, HIV illness, and AIDS cases and requests for partner notification using the HIV/AIDS Provider Portal or the hard-copy DOH-4189 "Medical Provider HIV/AIDS and Partner/Contact Report Form" (PRF); follow-up with providers for non-submitted PRFs;
- C. Routinely collect from the County Health Department's Office of Vital Records death certificates for decedents with HIV/AIDS related causes of death listed and utilize such for surveillance purposes.

I. Bureau of HIV/AIDS Epidemiology (BHAЕ) NYEHMS (New York Electronic HIV Management System)

- A. At least weekly review case and suspect case assignment in the BHAЕ NYEHMS. Prior to the conduct of surveillance, review all available potential case data on the BHAЕ NYEHMS. Utilize the tools of the BHAЕ NYEHMS to prioritize assignments to be surveilled, with prioritization based on apparent new diagnoses and laboratory evidence of HIV infection or as directed by the Surveillance Coordinator.
- B. At least weekly, update BHAЕ NYEHMS System with information obtained during the conduct of surveillance. Completely update and review assignment, selecting the most appropriate closure status at the time of submission.

II. On-Site Review of Medical Records

- A. Detailed information will be collected for each reported suspect case by on-site review of paper or electronic medical records or interview of medical personnel. Visits to reporting

sources for data collection will be planned in advance. A record of all visits to reporting facilities will be maintained in a log book of the On-Site Review of Medical Records. In additional visits to reporting facilities will be shared with central office via an electronic calendar that is updated weekly.

- B. Prior to an on-site visit, the CSR should contact the reporting facility to arrange for review of the medical records of reported suspect cases. For each facility, the CSR will establish the method by which records will be identified for review. For example, some facilities prefer to receive a written list of records to be reviewed. Others prefer a telephone call several days in advance of the visit to identify the records to be reviewed. Each county should develop a guidebook which documents the preferred method to arrange for case review, by facility.
- C. Prior to surveillance the CSR will use the BHAЕ NYEHMS tools to identify newly diagnosed cases for whom no PRF has been submitted. The completion of PRFs for these specific cases will be pursued with the reporting/diagnostic provider.
- D. Each patient’s medical record will be reviewed for the purpose of completing the HIV/AIDS surveillance case report form — Adult HIV/AIDS Confidential Case Report (CDC 50.42A), or Pediatric HIV/AIDS Confidential Case Report (CDC 50.42B). Training in the case definition, medical record review and completion of the form will be provided by the NYSDOH.
- E. The CSR will review the medical records of:
 - 1. Newly reported individuals; and
 - 2. Previously reported individuals requiring additional information to meet the CDC case definition; and
 - 3. HIV cases with suspected progression to the disease stage of AIDS; and
 - 4. Cases that appear to be out of care to determine care status.
- F. The CSR will review the medical records and obtain all pertinent information to complete the HIV/AIDS surveillance CRF and the BHAЕ NYEHMS. Pertinent information may be found in:
 - 1. Medical record face sheets;
 - 2. Admission notes;
 - 3. Discharge summaries;
 - 4. Laboratory - pathology reports;
 - 5. Progress notes;
 - 6. Social service notes; and
 - 7. Physician consultation notes.

The CSR will also document on the HIV/AIDS CRF all diagnostic tests utilized, so diagnostic status may be confirmed according to the CDC case definition. Additionally, the CSR will update the identifying and demographic data (including alias information) in the BHAЕ NYEHMS.
- G. When visiting a reporting facility, the CSR will not carry information which links patient names with HIV/AIDS-related medical information. Specifically, the CSR will:
 - 1. Prepare for his/her visit by determining information to be ascertained and note on a blank HIV/AIDS CRF;

2. Develop a code to link each prepared CRF to a separate list that identifies the patient record to be reviewed and carry this list separately from the CRF; and
 3. Never carry the original office copy of the HIV/AIDS surveillance worksheet out of the County office if it contains any reference to HIV/AIDS.
- H. Upon the return of the CSR to the County surveillance office, the information on the HIV/AIDS CRF should be copied and filed. The CSR will return the completed original HIV/AIDS CRF to BHAЕ via the secure post office box:

Division of Epidemiology, Evaluation and Research
PO Box 2073
Empire State Plaza Station
Albany NY 12220-0073

- I. The timeliness of surveillance assignment completion should meet or exceed BHAЕ Surveillance Program goal of the completion of surveillance within three months of assignment.

II. Security/Record Keeping Procedures

Patient-specific information collected by or on behalf of the State Health Commissioner under the authorization of Public Health Law 206 (l)(j) may not be released to any person or agency. This is privileged information and may not be released except in summary form (see Section IV, Confidentiality). Measures to assure the strict and complete confidentiality of all information regarding patients who have been reported with HIV/AIDS or suspect HIV/AIDS and to assure timely and accurate record-keeping will include the following:

- A. The county will to adhere to the same written confidentiality protocol prescribed by BHAЕ and the CSR will annually receive the BHAЕ confidentiality training, including signing the standard BHAЕ attestation.
- B. Records will be maintained within the County surveillance office. The records should never be accessible to unauthorized persons.
- C. Appropriate computer software will be provided by the BHAЕ at no charge and will be used for maintaining a computerized file of all cases in the registry.
- D. Names of staff who have access to secured hard copies and/or computer files will be provided to the BHAЕ and updated whenever there is a change.
- E. Records will be maintained as follows:
 1. The surveillance CRF will be kept in the hard copy file. The State case number (not the name) will be printed on the file folder tab. No name or other identifier should be documented in this file or retained outside of the BHAЕ Tracking System.
 2. All confidential materials containing information which could potentially identify a reported case should be shredded prior to disposal.

IV. Confidentiality

- A. The reporting of suspect or confirmed HIV/AIDS cases by name is mandatory in New York State. The following provides guidance on the use and the disclosure of this confidential information:
1. State Sanitary Code, Part 24 and Public Health Law 206 (1)(j); and
 2. Chapter 163, NYS Laws of 1998, Title III to Article 21 of Public Health Law; and
 3. Article 27F of Public Health Law; and
 4. Regulations of Title 10 NYCRR Part 63.
- B. The NYSDOH reserves the right to regularly review County surveillance procedures to insure that adequate protection of confidential information is maintained.
- C. Information for release to the public will be limited to summary information (e.g. summaries similar to the reports provided to the County by BHAE or found in BHAE's "HIV/AIDS Surveillance Annual Report"). Should other data dissemination be desired, the County must provide BHAE with a written proposal outlining a description and purpose of the desired data release. Under no circumstances can information be released that might result in the identification of individual HIV/AIDS cases.
- D. As stated previously under Section III, Security/Recordkeeping Procedures, names of County staff having access to hard copy or computerized HIV/AIDS surveillance files will be provided to BHAE. Those County employees are the only individuals within the County Health Department authorized to view identifying patient information. Information for release within the County Health Department will be limited to summary statistics. **Under no circumstances can information which might result in the identification of individual HIV/AIDS cases be released to or by County Health Department employees.**
- E. Under New York State Public Health Law 206 (1) (j), the confidentiality of information that is collected for purposes of HIV/AIDS surveillance is strictly protected. **Use of this information for identifying persons in need of services such as discharge planning or provision of home care is not permitted.** Disclosure of identifying information by deputized counties is to be made only to the NYSDOH/BHAE.

APPENDIX C-2

BUDGET

Organization Name: Albany County Health Department

Budget Period: Commencing on: 1/1/2020 Ending on: 12/31/2024

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE: N/A	_____

Other Than Personal Service Amount

Category	
Supplies	
Travel	
Telephone	
Postage	
Photocopy	
*Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	<u>\$400,000</u>
HIV/AIDS Surveillance Case Report Forms 400 @ \$200.00/form annually	
GRAND TOTAL	<u>\$400,000</u>

BUDGET
Year 1

Organization Name: Albany County Health Department

Budget Period: Commencing on: 1/1/2020 Ending on: 12/31/2020

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE: N/A	_____

Other Than Personal Service

Amount

Category

Supplies	
Travel	
Telephone	
Postage	
Photocopy	
*Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	\$80,000
HIV/AIDS Surveillance Case Report Forms 400 @ \$200.00/form	
GRAND TOTAL	<u>\$80,000</u>

BUDGET
Year 2

Organization Name: Albany County Health Department

Budget Period: Commencing on: 1/1/2021 Ending on: 12/31/2021

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE: N/A	_____

Other Than Personal Service Amount

Category	
Supplies	
Travel	
Telephone	
Postage	
Photocopy	
*Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	<u>\$80,000</u>
HIV/AIDS Surveillance Case Report Forms 400 @ \$200.00/form	
GRAND TOTAL	<u>\$80,000</u>

BUDGET
Year 3

Organization Name: Albany County Health Department

Budget Period: Commencing on: 1/1/2022 Ending on: 12/31/2022

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE: N/A	_____

Other Than Personal Service	Amount
-----------------------------	--------

Category

Supplies	
Travel	
Telephone	
Postage	
Photocopy	
*Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	<u>\$80,000</u>
HIV/AIDS Surveillance Case Report Forms 400 @ \$200.00/form	
GRAND TOTAL	<u>\$80,000</u>

BUDGET
Year 4

Organization Name: Albany County Health Department

Budget Period: Commencing on: 1/1/2023 Ending on: 12/31/2023

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE: N/A	_____

Other Than Personal Service	Amount
Category	
Supplies	
Travel	
Telephone	
Postage	
Photocopy	
*Other Contractual Services (specify)	
Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	<u>\$80,000</u>
HIV/AIDS Surveillance Case Report Forms 400 @ \$200.00/form	
GRAND TOTAL	<u>\$80,000</u>

BUDGET
Year 5

Organization Name: Albany County Health Department

Budget Period: Commencing on: 1/1/2024 Ending on: 12/31/2024

Personal Service

Number	Title	Annual Salary	% Time Devoted to This Project	Total Amount Budgeted From NYS
--------	-------	---------------	--------------------------------	--------------------------------

Total Salary	_____
Fringe Benefits (specify rate)	_____
TOTAL PERSONAL SERVICE: N/A	_____

Other Than Personal Service	Amount
-----------------------------	--------

Category		
	Supplies	
	Travel	
	Telephone	
	Postage	
	Photocopy	
	*Other Contractual Services (specify)	
	Equipment (Defray Cost of Defibrillator)	_____

TOTAL OTHER THAN PERSONAL SERVICE	<u>\$80,000</u>
HIV/AIDS Surveillance Case Report Forms 400 @ \$200.00/form	
GRAND TOTAL	<u>\$80,000</u>

RESOLUTION NO. 279

AUTHORIZING AN AGREEMENT WITH THE NYS DEPARTMENT OF HEALTH REGARDING HIV/AIDS SURVEILLANCE ACTIVITIES

Introduced: 7/11/16

By Health Committee and Mr. Clenahan:

WHEREAS, The New York State Department of Health, Aids Institute has notified the Albany County Department of Health (ACDOH) that grant funding is available to support the use of county employees to conduct HIV/AIDS Surveillance Activities in Albany County in the amount of \$400,000 for the period January 1, 2016 through December 31, 2019, and

WHEREAS, The Commissioner of the ACDOH has requested authorization to enter into an agreement for this HIV Surveillance grant funding to help health department personnel achieve HIV/AIDS surveillance goals by conducting necessary follow-up on reports for reviewing medical records of assigned cases, interviewing medical personnel, educating diagnostic providers and completing case report forms now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYS Department of Health, Aids Institute for HIV/AIDS Surveillance grant funding in the amount of \$400,000 for the period January 1, 2016 through December 31, 2019, and, be it further

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

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

Adopted by unanimous vote. 7/11/16

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 11th day of July, 2016, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 12th day of July, 2016.

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

Clerk, Albany County Legislature

RESOLUTION NO. 174

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING THE HIV/AIDS SURVEILLANCE GRANT PROGRAM

Introduced: 5/11/20
By Health Committee:

WHEREAS, The Commissioner of the Albany County Department of Health has requested authorization to enter into an agreement with the New York State Department of Health regarding the HIV/AIDS Surveillance grant program for a total amount of \$400,000 over a five-year term commencing January 1, 2020 and ending December 31, 2024, and

WHEREAS, The Commissioner indicated that the grant funding will be used to support the complete and accurate reporting of all suspected and confirmed HIV/AIDS cases within Albany County, the instruction of diagnosing providers on the responsibility to report newly diagnosed HIV/AIDS cases and requests for partner notification, and maintaining confidentiality of all reports of suspected and confirmed HIV/AIDS cases, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Department of Health regarding the HIV/AIDS Surveillance grant program for a total amount of \$400,000 over a five-year term commencing January 1, 2020 and ending December 31, 2024, and, be it further

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

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



DANIEL P. McCOY
County Executive

ELIZABETH F. WHALEN, MD, MPH
Commissioner of Health

DEPARTMENT OF HEALTH
COUNTY OF ALBANY
175 GREEN STREET
ALBANY, NEW YORK 12202

The Dr. John J.A. Lyons
ALBANY COUNTY HEALTH FACILITY
(518) 447-4580 FAX (518) 447-4698
www.albanycounty.com

MARIBETH MILLER, BSN, MS
Assistant Commissioner for Public Health

SHANNA F. WITHERSPOON, MPA
Assistant Commissioner Finance and Administration

4/9/2020

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the May meeting of the Legislature. Albany County Department of Health has been notified of \$318,777 in emergency funding for COVID-19 response activities. Funding is being made available from two grants. \$30,000 has been released for COVID-19 activities from our existing Public Health Emergency Preparedness grant and \$288,777 has been awarded in new grant funding. ACDOH did not have to apply for this funding. Please see the attached list of allowable costs. We are requesting to amend the 2020 Health department budget.

Please don't hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel

Enclosures



Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.

COVID-19 - LHD Allocations

3/5/20 - 9/4/20

County	2010 Total Population	Allocation
Hamilton	4,836	\$7,700
Schuyler	18,343	\$7,700
Yates	25,348	\$7,700
Lewis	27,087	\$7,700
Schoharie	32,749	\$7,700
Seneca	35,251	\$7,700
Essex	39,370	\$7,700
Wyoming	42,155	\$7,700
Orleans	42,883	\$7,700
Delaware	47,980	\$7,700
Allegany	48,946	\$7,700
Greene	49,221	\$7,700
Cortland	49,336	\$7,700
Montgomery	50,219	\$7,700
Chenango	50,477	\$7,700
Tioga	51,125	\$7,700
Franklin	51,599	\$7,700
Fulton	55,531	\$7,700
Genesee	60,079	\$7,700
Otsego	62,259	\$7,700
Columbia	63,096	\$7,700
Washington	63,216	\$7,700
Herkimer	64,519	\$7,700
Livingston	65,393	\$7,700
Warren	65,707	\$7,700
Madison	73,442	\$7,700
Sullivan	77,547	\$15,000
Cayuga	80,026	\$15,000
Cattaraugus	80,317	\$15,000
Clinton	82,128	\$15,000
Chemung	88,830	\$15,000
Wayne	93,772	\$15,000
Steuben	98,990	\$15,000
Putnam	99,710	\$15,000
Tompkins	101,564	\$15,000
Ontario	107,931	\$15,000
St. Lawrence	111,944	\$15,000
Jefferson	116,229	\$15,000
Oswego	122,109	\$15,000
Chautauqua	134,905	\$15,000
Schenectady	154,727	\$15,000
Rensselaer	159,429	\$15,000
Ulster	182,493	\$15,000
Broome	200,600	\$30,000
Niagara	216,469	\$30,000
Saratoga	219,607	\$30,000
Oneida	234,878	\$30,000
Dutchess	297,488	\$30,000
Albany	304,204	\$30,000
Rockland	311,687	\$30,000
Orange	372,813	\$30,000
Onondaga	467,026	\$30,000
Monroe	744,344	\$30,000
Erie	919,040	\$30,000
Westchester	949,113	\$30,000
Nassau	1,339,532	\$30,000
Suffolk	1,493,350	\$30,000
Total	11,202,969	\$875,200

COVID-19 - LHD Allocations - Population Based
3/5/20 - 3/15/21

County	2010 Total Population	NEW COVID-19 Contract
Hamilton	4,836	\$67,490
Schuyler	18,343	\$67,490
Yates	25,348	\$67,490
Lewis	27,087	\$67,490
Schoharie	32,749	\$67,490
Seneca	35,251	\$67,490
Essex	39,370	\$67,490
Wyoming	42,155	\$67,490
Orleans	42,883	\$67,490
Delaware	47,980	\$67,490
Allegany	48,946	\$67,490
Greene	49,221	\$67,490
Cortland	49,336	\$67,490
Montgomery	50,219	\$67,490
Chenango	50,477	\$67,490
Tioga	51,125	\$67,490
Franklin	51,599	\$67,490
Fulton	55,531	\$67,490
Genesee	60,079	\$67,490
Otsego	62,259	\$67,490
Columbia	63,096	\$67,490
Washington	63,216	\$67,490
Herkimer	64,519	\$67,490
Livingston	65,393	\$67,490
Warren	65,707	\$67,490
Madison	73,442	\$67,490
Sullivan	77,547	\$102,377
Cayuga	80,026	\$103,493
Cattaraugus	80,317	\$103,625
Clinton	82,128	\$104,437
Chemung	88,830	\$107,455
Wayne	93,772	\$109,677
Steuben	98,990	\$112,025
Putnam	99,710	\$112,348
Tompkins	101,564	\$113,183
Ontario	107,931	\$116,047
St. Lawrence	111,944	\$117,854
Jefferson	116,229	\$119,779
Oswego	122,109	\$122,426
Chautauqua	134,905	\$128,183
Schenectady	154,727	\$137,100
Rensselaer	159,429	\$139,216
Ulster	182,493	\$149,593
Broome	200,600	\$157,740
Niagara	216,469	\$164,878
Saratoga	219,607	\$166,290
Oneida	234,878	\$173,162
Dutchess	297,488	\$201,328
Albany	304,204	\$204,351
Rockland	311,687	\$207,717
Orange	372,813	\$235,217
Onondaga	467,026	\$277,605
Monroe	744,344	\$402,370
Erie	919,040	\$480,964
Westchester	949,113	\$494,495
Nassau	1,339,532	\$670,145
Suffolk	1,493,350	\$739,348
Total	11,202,969	\$8,329,168

County	2010 Total Population	Award #1	Award #2	Total Award
Albany	304,204	\$204,351	\$84,426	\$288,777
Allegany	48,946	\$67,490	\$27,883	\$95,373
Broome	200,600	\$157,740	\$65,169	\$222,909
Cattaraugus	80,317	\$103,625	\$42,812	\$146,437
Cayuga	80,026	\$103,493	\$42,757	\$146,250
Chautauqua	134,905	\$128,183	\$52,958	\$181,141
Chemung	88,830	\$107,455	\$44,394	\$151,849
Chenango	50,477	\$67,490	\$27,883	\$95,373
Clinton	82,128	\$104,437	\$43,147	\$147,584
Columbia	63,096	\$67,490	\$27,883	\$95,373
Cortland	49,336	\$67,490	\$27,883	\$95,373
Delaware	47,980	\$67,490	\$27,883	\$95,373
Dutchess	297,488	\$201,328	\$83,177	\$284,505
Erie	919,040	\$480,964	\$198,705	\$679,669
Essex	39,370	\$67,490	\$27,883	\$95,373
Franklin	51,599	\$67,490	\$27,883	\$95,373
Fulton	55,531	\$67,490	\$27,883	\$95,373
Genesee	60,079	\$67,490	\$27,883	\$95,373
Greene	49,221	\$67,490	\$27,883	\$95,373
Hamilton	4,836	\$67,490	\$27,883	\$95,373
Herkimer	64,519	\$67,490	\$27,883	\$95,373
Jefferson	116,229	\$119,779	\$49,485	\$169,264
Lewis	27,087	\$67,490	\$27,883	\$95,373
Livingston	65,393	\$67,490	\$27,883	\$95,373
Madison	73,442	\$67,490	\$27,883	\$95,373
Monroe	744,344	\$402,370	\$166,235	\$568,605
Montgomery	50,219	\$67,490	\$27,883	\$95,373
Nassau	1,339,532	\$670,145	\$276,864	\$947,009
Niagara	216,469	\$164,878	\$68,118	\$232,996
Oneida	234,878	\$173,162	\$71,540	\$244,702
Onondaga	467,026	\$277,605	\$114,690	\$392,295
Ontario	107,931	\$116,047	\$47,944	\$163,991
Orange	372,813	\$235,217	\$97,178	\$332,395
Orleans	42,883	\$67,490	\$27,883	\$95,373
Oswego	122,109	\$122,426	\$50,579	\$173,005
Otsego	62,259	\$67,490	\$27,883	\$95,373
Putnam	99,710	\$112,348	\$46,415	\$158,763
Rensselaer	159,429	\$139,216	\$57,516	\$196,732
Rockland	311,687	\$207,717	\$85,816	\$293,533
Saratoga	219,607	\$166,290	\$68,701	\$234,991
Schenectady	154,727	\$137,100	\$56,641	\$193,741
Schoharie	32,749	\$67,490	\$27,883	\$95,373
Schuyler	18,343	\$67,490	\$27,883	\$95,373
Seneca	35,251	\$67,490	\$27,883	\$95,373
St. Lawrence	111,944	\$117,854	\$48,690	\$166,544
Steuben	98,990	\$112,025	\$46,282	\$158,307
Suffolk	1,493,350	\$739,348	\$305,454	\$1,044,802
Sullivan	77,547	\$102,377	\$42,296	\$144,673
Tioga	51,125	\$67,490	\$27,883	\$95,373
Tompkins	101,564	\$113,183	\$46,760	\$159,943
Ulster	182,493	\$149,593	\$61,803	\$211,396
Warren	65,707	\$67,490	\$27,883	\$95,373
Washington	63,216	\$67,490	\$27,883	\$95,373
Wayne	93,772	\$109,677	\$45,312	\$154,989
Westchester	949,113	\$494,495	\$204,296	\$698,791
Wyoming	42,155	\$67,490	\$27,883	\$95,373
Yates	25,348	\$67,490	\$27,883	\$95,373
Total	11,202,969	\$8,329,168	\$3,441,112	\$11,770,280

Exhibit A COVID-19 Response Activities

All deliverables will be communicated electronically and posted on the New York State Department of Health (NYSDOH) Health Commerce System. Recipients will be expected to perform activities in support of the deliverables that are posted.

Documents will be entitled as follows:

- COVID-19 Local Health Department (LHD) Deliverables

Allowable Activities

Domain 1: Incident Management for Early Crisis Response

- Emergency Operations and Coordination
- Responder Safety and Health
- Identification of Vulnerable Populations

Domain 2: Jurisdictional Recovery

- Jurisdictional Recovery

Domain 3: Information Management

- Information Sharing
- Emergency Public Information and Warning and Risk Communication

Domain 4: Countermeasures and Mitigation

- Nonpharmaceutical Interventions
- Quarantine and Isolation Support
- Distribution and Use of Medical Materiel

Domain 5: Surge Management

- Surge Staffing
- Public Health Coordination with Healthcare Systems
- Infection Control

Domain 6: Biosurveillance

- Public Health Surveillance and Real-time Reporting
- Public Health Laboratory Testing, Equipment, Supplies, and Shipping
- Data Management

Use of Funds

Consistent with the full scope of applicable grant regulations (45 C.F.R. 75.322), the purpose of this award, and the underlying funding, the recipient is expected to provide to CDC copies of and/or access to COVID-19 data collected with these funds. CDC will specify in further guidance and directives what is encompassed by this requirement.

This award is contingent upon agreement by the recipient to comply with existing and future guidance from the HHS Secretary regarding control of the spread of COVID-19.

COVID-19 Response Allowable Costs

Updated 3/17/20

This is a list of allowable COVID-19 costs which LHDs have been frequently asking about.

Allowable Costs

- The funds are to support public health.
 - Funds can be used for new staff or increased effort for existing staff. County public health funded staff effort should already be covered by the county budget although overtime can be charged to the COVID-19 funds. Any public health staff, not covered by the county budget, supported by other federal awards, where the COVID-19 activities are not in scope, can be temporarily reassigned to these funds to support normal and OT effort.
- Funds can be used to reimburse Sheriff's office if the costs for serving I/Q warrants are above and beyond what would normally be incurred.
- Hourly temporary agency staff
- Hotel rental for I/Q
 - This can be for the person under investigation (PUI), or the PUI's family members.
 - Air B&Bs and other lodging is allowable as long as an invoice and proof of payment can be provided.
 - Costs must be at the government rate.
- Monitoring kits that include thermometers, hand sanitizer, tissue, sanitizing wipes for quarantined individuals
- Translation of materials / translators
- Pre-paid phones to be used by an individual under quarantine and monitoring, for daily contact with their local health department (LHD), would be allowed under your PHEP contract funds. At the end of the quarantine period, the phone MUST be taken back by the LHD.
- Respirators
- Mileage for I/Q monitoring

2020 Health Department Budget Amendment
 COVID-19

APPROPRIATIONS

		ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A	4010	1	8590	Rn and Phn Nurse PT	\$ 13,000.00			Health Dept.
A	4010	1	9900	Overtime	\$ 93,000.00			Health Dept.
A	4010	1	9970	Temp Help	\$ 4,500.00			Health Dept.
A	4010	2	2001	Office Equipment	\$ 10,000.00			Health Dept.
A	4010	2	2050	Computer Equipment	\$ 25,000.00			Health Dept.
A	4010	4	4020	Office Supplies	\$ 20,000.00			Health Dept.
A	4010	4	4036	Telephone	\$ 2,000.00			Health Dept.
A	4010	4	4038	Travel Mileage Freight	\$ 2,000.00			Health Dept.
A	4010	4	4042	Printing and Advertising	\$ 1,500.00			Health Dept.
A	4010	4	4046	Fees for Services	\$ 147,777.00			Health Dept.
				TOTAL APPROPRIATIONS	\$ 318,777.00	\$ -		
		ACCOUNT NO.		RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
				REVENUES				
A	4010	0	4433	Health Alert Grant		\$ 30,000.00		
A	4010	0	4319	COVID-19 Response		\$ 288,777.00		
				TOTAL ESTIMATED REVENUES	\$ -	\$ 318,777.00		
				GRAND TOTALS	\$ 318,777.00	\$ 318,777.00		

\$ -
\$ -

RESOLUTION NO. 175

AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HEALTH REGARDING COVID-19 FUNDING AND AMENDING THE 2020 DEPARTMENT OF HEALTH BUDGET

Introduced: 5/11/20
By Health Committee:

WHEREAS, By Resolution 185 for 2019, this Honorable Body authorized an agreement with the New York State Department of Health (NYSDOH)/Health Research, Inc. (HRI) regarding the Public Health Emergency Preparedness Program in an amount not to exceed \$296,558 for the term commencing July 1, 2019 and ending June 30, 2020, and

WHEREAS, The Commissioner of the Albany County Department of Health has requested a budget amendment in order to accept an additional \$30,000 reserve Public Health Emergency Preparedness funding authorized under this grant that has been released to Albany County to supplement ongoing efforts to combat the spread of the COVID-19 in Albany County, and

WHEREAS, The Commissioner has also requested to enter into an agreement with NYSDOH regarding emergency grant funding related to COVID-19 activities throughout Albany County in the amount of \$288,777, and has requested a budget amendment in order to incorporate said funding, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the NYSDOH regarding emergency grant funding related to COVID-19 activities throughout Albany County in the amount of \$288,777 for the term commencing April 1, 2020 and ending March 15, 2021, and, be it further

RESOLVED, That the 2020 Albany County Department of Health Budget is hereby amended as follows:

Increase Revenue Account A4433 Health Alert Grant by \$30,000
Create and Increase Revenue Account A4319 COVID-19 Response by \$288,777

Increase Appropriation Account A4010.1 by \$110,500 by increasing the following line items:

Increase Appropriation Account A4010 1 8590 RN and PHN Nurse PT by \$13,000

Increase Appropriation Account A4010 1 9900 Overtime by \$93,000

Increase Appropriation Account A4010 1 9970 Temp Help by \$4,500

Increase Appropriation Account A4010.2 by \$35,000 by increasing the following line items:

Increase Appropriation Account A4010 2 2001 Office Equipment by \$10,000

Increase Appropriation Account A 4010 2 2050 Computer Equipment by \$25,000

Increase Appropriation Account A4010.4 by \$173,277 by increasing the following line items:

Increase Appropriation Account A4010 4 4020 Office Supplies by \$20,000

Increase Appropriation Account A4010 4 4036 Telephone by \$2,000

Increase Appropriation Account A4010 4 4038 Travel Mileage Freight by \$2,000

Increase Appropriation Account A4010 4 4042 Printing and Advertising by \$1,500

Increase Appropriation Account A4010 4 4046 Fees for Services by \$147,777

and, be it further

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

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



ALBANY COUNTY SHERIFF'S OFFICE

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

KERRY B. THOMPSON
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

February 27, 2020

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

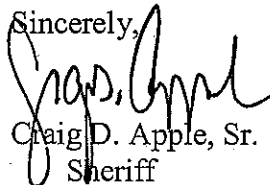
ANDREW
Dear Mr. Joyce:

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

Legislative approval is required in order to allow Albany County to apply for the FY 2020 Emergency Management Performance Grant with the Division of Homeland Security and Emergency Services. This grant is part of the ongoing SHSP (State Homeland Security Program) grant program. We have not yet received our notification of the amount for 2020 however, the last several years this grant has been between \$115,000 and \$119,000. It has been decreasing a few hundred dollars each year. While we don't actually apply to receive this grant, we must submit an application form showing how the money will be spent on emergency management functions. Often, when we receive the application documents, there is a very short turnaround time to complete the application. As such, we are requesting approval to apply for this grant now. We expect to receive the application documents sometime summer of 2020.

The grant award allocated for Albany County last year was \$116,085 and covers the grant period 10/1/2018-9/30/2021. We expect to receive a similar amount for the period 10/1/2019-9/30/2022. These grant funds will be utilized to cover equipment, supplies and preparedness items used in our ongoing emergency management activities. As you know, the EOC will be moving to a renovated wing at the Shaker Place Rehabilitation & Nursing Center complex (the former Albany County Nursing Home). The grant has a 50% matching requirement. We will use salaries of our emergency management personnel as the match.

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

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

REQUEST FOR LEGISLATIVE ACTION

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

DATE: FEBRUARY 27, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE) X
- TO APPLY FOR THE FY2020 EMPG GRANT- EMERGENCY MANAGEMENT PERFORMANCE
- GRANT IN AN AMOUNT TO BE DETERMINED BY HONELAND SECURITY

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

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

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW X
- RENEWAL _____
- SUBMISSION DEADLINE DATE 5/1/2020

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

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: **PARTY (NAME/ADDRESS):**
JOHN P MELVILLE, COMMISSIONER
DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES
1220 WASHINGTON AVENUE, BLDG 7A, SUITE 710, ALBANY 12242
AMOUNT/RATE SCHEDULE/FEE:
UNKNOWN (50%MATCH FUNDING)
TERM: 10/1/2019 -9/30/2022
SCOPE OF SERVICES: SUPPORTS PLANNING AND EMERGENCY
MANAGEMENT FUNCTIONS

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES _____ NO X
FUNDING SOURCE: NYS DIVISION OF HOMELAND SECURITY (DHSES)
COUNTY BUDGET ACCOUNTS:
REVENUE: A33110.04305 - CIVIL DEFENSE
APPROPRIATION: A93110.22750 (SECURITY EQUIPMENT)
BOND(RES. NO. & DATE OF ADOPTION) _____

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

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL _____
STATE 50%
COUNTY 50%
TERM/LENGTH OF FUNDING 10/01/2019 - 9/30/2022

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 432 OF 2019 COPY ATTACHED
DATE OF ADOPTION: 10/15/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
SUPPORTS EMERGENCY MANAGEMENT OFFICE AND ITS PROGRAMS.
LAST YEARS AWARD WAS \$116,085.00

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

EMPG 19

RESOLUTION NO. 432

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2019 EMERGENCY MANAGEMENT PERFORMANCE GRANT

Introduced: 10/15/19
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has been notified by the New York State Division of Homeland Security and Emergency Services (DHSES) that grant funds are available in a amount of \$116,085 for a term commencing October 1, 2018 and ending September 30, 2021 regarding the 2019 Emergency Management Performance Grant, and

WHEREAS, The Sheriff has indicated that a 50% match is required and has requested authorization for the County Executive to enter into an agreement for grant funding from DHSES and that the grant funding will be utilized to cover equipment, supplies, and preparedness items used for ongoing emergency management activities, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to DHSES regarding the 2019 Emergency Management Performance Grant for a term commencing October 1, 2018 and ending September 30, 2021, and, be it further

RESOLVED, By the Albany County that the County Executive is authorized to enter into an agreement with DHSES to accept funding regarding the 2019 Emergency Management Performance Grant in the amount of \$116,085 which requires a 50% County match, for a term commencing October 1, 2018 and ending September 30, 2021, and, be it further

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

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

*Adopted by unanimous vote - 10/15/19
Mr. A. Joyce abstained*

RESOLUTION NO. 176

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2020 EMERGENCY MANAGEMENT PERFORMANCE GRANT

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has been notified by the New York State Division of Homeland Security and Emergency Services (DHSES) that grant funds are available regarding the 2020 Emergency Management Performance Grant for a term commencing October 1, 2019 and ending September 30, 2022, and

WHEREAS, The Sheriff has requested authorization to submit a grant application to DHSES and enter into an agreement regarding grant funding which will be utilized to cover equipment, supplies, and preparedness items used for ongoing emergency management activities, and

WHEREAS, The Sheriff has indicated that Albany County will provide a 50% match, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to DHSES regarding the 2020 Emergency Management Performance Grant for a term commencing October 1, 2019 and ending September 30, 2022, and, be it further

RESOLVED, By the Albany County that the County Executive is authorized to enter into an agreement with DHSES to accept funding regarding the 2020 Emergency Management Performance Grant in the amount to be determined which requires a 50% County match, for a term commencing October 1, 2019 and ending September 30, 2022, and, be it further

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

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



ALBANY COUNTY SHERIFF'S OFFICE

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

WILLIAM M. RICE
UNDERSHERIFF

KERRY B. THOMPSON
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

February 27, 2020

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

ANDREW
Dear Mr. Joyce:

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

Legislative approval is required in order to allow Albany County to enter into a Grant Application with the State of New York, Division of Homeland Security and Emergency Services, as a recipient of a 2019 Hazmat Grant.

The grant award for the Capital Region Hazardous Materials Committee is expected to be \$150,000.00 and covers the grant period 9/1/2019-8/31/2022. We usually receive this grant every year but there is no guarantee the program will continue in the future. Albany County is the fiduciary for the committee and has been for several years. These grant funds will be utilized to cover training, equipment acquisition and equipment calibration and maintenance for the Hazmat Teams in Albany, Rensselaer, Saratoga and Schenectady Counties. The committee meets monthly to administer the four-county hazmat program.

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

Sincerely,

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

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

REQUEST FOR LEGISLATIVE ACTION

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

DATE : FEBRUARY 27, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

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

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION _____
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT (SEE BELOW) _____
- CONTRACT AUTHORIZATION (SEE BELOW) _____
- ENVIRONMENTAL IMPACT _____
- HOME RULE REQUEST _____
- PROPERTY CONVEYANCE _____
- OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____ X
- GRANT APPLICATION TO THE NYS DIVISION OF HOMELAND SECURITY FOR 2019 HAZMAT
- GRANT PROGRAM. SEEKING LEGIASLATIVE APPROVAL FOR GRANT APPLCATION.

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

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

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: **PARTY (NAME/ADDRESS):**
NYS DIVISION OF HOMELAND SECURITY, ATT: SHELLY WAHRLICH
1220 WASHINGTON AVE., BLDG 7A
ALBANY, NY 12242
AMOUNT/RATE SCHEDULE/FEE:
\$ 150,000.00
TERM 9/1/2019 THRU 8/31/2022
SCOPE OF SERVICES FUNDS TO COVER TRAINING, EQUIPMENT ACQUISITION,
AND EQUIPMENT CALIBRATION FOR THE HAZMAT TEAMS.

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

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

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL _____
STATE 100%
COUNTY _____
TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 193 OF 2019
DATE OF ADOPTION: 5/13/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
FUNDS WILL BE USED FOR SUSTAINMENT OF HAZMAT IDENTIFICATION EQUIPMENT
AND TRAINING FOR LOCAL RESPONDERS FOR HAZARDOUS MATERIAL HANDLING.
A TOTAL GRANT APPLICATION OF \$150,000.00 WITH NO MATCH FUNDING..

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

RESOLUTION NO. 193

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE
NEW YORK STATE DIVISION OF HOMELAND SECURITY AND
EMERGENCY SERVICES REGARDING THE 2018 HAZMAT GRANT**

Introduced: 5/13/19

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to the New York State Division of Homeland Security and Emergency Services (DHSES) in an amount not to exceed \$150,000 for a term commencing September 1, 2018 and ending August 31, 2021, and

WHEREAS, If granted said funding, the Albany County Sheriff will act as fiduciary to provide the HAZMAT teams in Albany, Rensselaer, Saratoga, and Schenectady Counties with funding for training, equipment acquisition, equipment calibration and maintenance costs for HAZMAT trailers, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the NYS DHSES regarding the 2018 HAZMAT grant in an amount not to exceed \$150,000 for a term commencing September 1, 2018 and ending August 31, 2021, and, be it further

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

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

Adopted by unanimous vote - 5/13/19

Mr. A. Joyce abstained

RESOLUTION NO. 177

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2019 HAZMAT GRANT

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to the New York State Division of Homeland Security and Emergency Services (DHSES) regarding grant funds available through the 2019 Hazmat Grant for a term commencing September 1, 2019 and ending August 31, 2022, and

WHEREAS, The Albany County Sheriff will act as fiduciary to provide the HAZMAT teams in Albany, Rensselaer, Saratoga, and Schenectady Counties with funding for training, equipment acquisition, equipment calibration and maintenance costs for HAZMAT trailers, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to the NYS DHSES regarding the 2019 HAZMAT grant for a term commencing September 1, 2019 and ending August 31, 2022, and, be it further

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

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



ALBANY COUNTY SHERIFF'S OFFICE

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

KERRY B. THOMPSON
CHIEF DEPUTY

WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

February 19, 2020

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

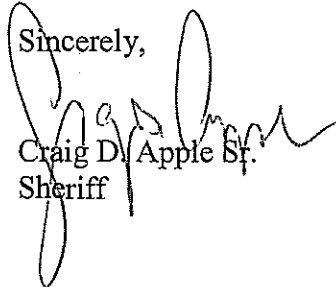
Re: Request for Legislative Action
Lobby Control Upgrade

Send
Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff's Office Request for Legislative Action relative to the above captioned.

Briefly, this request is to enter into an agreement with a qualified vendor to expand the security control system located in the Lobby Control Unit. This expansion will allow touchscreen security to control all locking doors in a more efficient and secure manner. Black Creek is a sole source as they're upgrading current software and is considered proprietary software; therefore competitive bidding was not required. The cost of the upgrade is \$180,000.00.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions please feel free to contact me.

Sincerely,

Craig D. Apple Sr.
Sheriff

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

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

REQUEST FOR LEGISLATIVE ACTION

DATE: February 19, 2020
DEPARTMENT: Albany County Sheriff's Office / Correctional Facility
Contact Person: Sheriff Craig D. Apple, Sr.
Telephone: 487-5440
Dept. Representative Attending
Committee Meeting: Sheriff Craig D. Apple, Sr.

PURPOSE OF REQUEST:

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

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

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

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- Change Order/Contract Amendment _____
- Purchase (Equipment / Supplies) _____
- Lease (Equipment / Supplies) _____
- Requirements _____
- Professional Services _____
- Educational / Training _____
- Grant:
 - New X
 - Renewal _____
 - Submission Deadline Date _____

Settlement of a Claim _____
Release of Liability _____
Other: (State briefly) _____

CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:

Party (Name/Address):

Black Creek Integrated Systems Corp.

2900 Crestwood Boulevard

Irondale, AL 35210

Amount/Rate Schedule/Fee:

\$180,000.00

Term: **One Year**

Scope of Services: **To expand a security control system for the Lobby Control Unit at the Albany County Corrections & Rehabilitative Services Center.**

Contract Funding:

Anticipated in Current Budget: Yes X No _____

Funding Source: _____

County Budget Accounts:

Revenue: _____

Appropriation: **A93150.22750**

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: _____

Fiscal Impact - Funding: (Dollars or Percentages)

Federal _____

State _____

County **100%**

Term/Length of Funding _____

Previous Requests For Identical or Similar Action:

Resolution/Law Number: _____

Date of Adoption: _____

Justification: (State briefly why legislative action is requested)

Authorization to enter into an agreement to expand a security control system for the Lobby Control Unit at the Albany County Corrections & Rehabilitative Services Center.

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

Submitted By: **Craig D. Apple Sr.**

Title: **Sheriff**

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Procurement Policy, Section IV: Sole Source Procurements

A sole source procurement is justified when there is only one good or service that can reasonably meet the need and there is only one vendor who can provide the good or service.

Department: Albany County Corrections & Rehabilitative Services Center

Contact Name: Cpt. Richard T. Gorman

Phone #: 518-869-2614

Requisition #: _____

Describe in detail the products and/or services to be procured:

Description and details attached with purchase order request

Detail how this/ these produce(s) meet(s) your needs. Define the unique benefits to the County of the item as compared to other products in the marketplace. Show that no other product provides substantially equivalent or similar benefits and that, considering the benefits received, the cost of the item is reasonable in comparison to other products in the marketplace. (Attach a separate page if needed)

Vendor Name: Black Creek Integrated Systems

Vendor Address: 2900 Crestwood Blvd. P.O. Box 101747 Irondale, Al. 35210

Phone: 205-949-9900

Fax: 205-949-9910

Product Needed by date: 2020

Estimated Total Dollars for this procurement: \$ 180,000.00

County of Albany
Department of General Services – Purchasing Division
Sole Source Justification

Attach a detailed explanation of Vendor Sole Source Status, i.e., what is the basis for your identifying this vendor as a sole source? Check any that apply.

- The vendor is the manufacturer of the product and has no distributors.
(Attach manufacturer's letter as documentation.)
- The vendor is the only reseller of the manufacturer's product in this geographic region.
(Attach manufacturer's letter as documentation.)
- Item to be purchased is a supply for equipment which is under warranty,
and use of any product other than specified will void the warranty.
(Attach copy of warranty with such requirement highlighted).
- Item is proprietary and is additional product or software which must work
with an existing system.
(Provide letter of documentation from system manufacturer.)
- Product has been standardized for use in Albany County through the
Albany County legislative process.
(Attach copy of Resolution.)
- Other
(Provide a statement on a separate page with detailed documentation.)

Department Head or Designee: Captain Richard T. Gorman

Signature: *Cpt. R.T. Gorman*



**BLACK CREEK
INTEGRATED SYSTEMS CORP.**

2900 CRESTWOOD BOULEVARD
P.O. BOX 101747
IRONDALE, AL 35210



Integrity. Innovation. Quality.

Voice: (205) 949-9900
Fax: (205) 949-9910

January 14, 2020

Captain Rich Gorman
Albany County Correctional Facility
840 Albany Shaker Road
Albany, NY 12345

via email: richard.gorman@albanycountyny.gov

RE: BCIS Quotation No. P19-095.02
Security Control System Expansion: Lobby Control
Albany Co. Correctional Facility

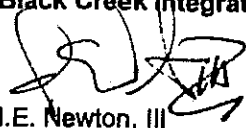
Dear Captain Gorman

I am writing in follow-up to the subject proposal.

Please be advised that Black Creek is the owner of the software utilized in the security control system installed in the Mental Health Annex of the Albany Co. Correctional Facility (e.g., the Black Creek **Super Display**® Touchscreen Security Control System) in the subject facility. As the manufacturer of the system and the owner of the software, Black Creek Integrated Systems Corp. is the only firm authorized and capable of expanding the system into the Lobby of the Correctional Facility and providing the associated maintenance and support.

Please call or email with any questions. We look forward to continuing our relationship with your agency.

Very truly yours,
Black Creek Integrated Systems Corp.


I.E. Newton, III
President
inewton@blackcreekisc.com



BLACK CREEK INTEGRATED SYSTEMS CORP.

2800 CRESTWOOD BOULEVARD
P.O. BOX 101747
IRONDALE, AL 35210



Integrity. Innovation. Quality.

PROPOSAL

Voice: (205) 949-9800
Fax: (205) 949-9910

January 2, 2020

Via email:

Attn: Captain Richard Gorman
Albany County Correctional Facility
840 Albany Shaker Road
Albany, NY 12211

Richard.gorman@albanycountyny.gov

Re: Albany County Correctional Facility – Security Control System Expansion: Lobby Control
BCIS Proposal No. P19-095.02

Black Creek Integrated Systems Corp. is pleased to provide the following proposal to furnish & install, complete and in accordance with the terms, conditions, and any exceptions stated herein, goods and/or services to expand the existing Black Creek Super Display® touchscreen control system in the Mental Health Annex in order to replace two (2) existing analog control panels with touchscreen-based control of slider gates, swing doors, and lighting controls. Proposal is based on Black Creek as-built documentation and information provided by Albany County.

GENERAL DESCRIPTION OF THE WORK

In order to provide a headend homerun location in the area(s) to be controlled, a new wall-mount enclosure equipped with GE (Emerson) PACSystems RX3i Programmable Logic Controllers (PLCs) will be provided in the Lobby Control Room; the existing security server, utility computer with VPN appliance, and other existing system components in use for control of the Mental Health Annex will be reused. A single new control station equipped with the Windows® 10 operating system and one (1) 32" LCD touchscreen will be installed to assume control and monitoring of designated slider gates and swing doors currently controlled by two separate analog panels. No changes will be made to existing field devices (e.g., door locks, door position switches, etc.) that are to be controlled by the touchscreen security control system. Network components will be provided as required to support the system expansion.

1.0 CONTROL SYSTEM

- 1.01 Furnish & install new security equipment cabinet(s) as required to house all new PLC equipment, locking control relays, network switches, etc., as needed to implement control.
- 1.02 Furnish & install GE (Emerson) RX3i series PLC components sufficient to provide control and/or monitoring of the following:
 - (5) existing slider gates
 - (11) existing swing doors
 - existing lighting zones
- 1.03 Remove (2) existing analog control panels at Lobby Control; modifications to millwork and countertops are the responsibility of the County.
- 1.04 Furnish & install (1) new desktop-model touchscreen control station in Lobby Control equipped with (1) new 32" LCD touchscreen monitor; includes CPU, keyboard, mouse, Windows® 10 OS, and standalone UPS.
- 1.05 Reuse existing security server and existing utility/data logger computer with VPN appliance for remote diagnostics and troubleshooting via the Internet.
- 1.06 Furnish & install new Gigabit Ethernet switch(es) as required.
- 1.07 Furnish & install fiber optic interface equipment as required for fiber connection between new headend location in Lobby Control Room and existing equipment room in the Mental Health Annex (refer to 2.01).
- 1.08 Furnish & install new relay panel(s) sized to provide control of existing lighting consistent with that provided by the existing analog control panel.
- 1.09 Furnish & install new UPS unit(s) as required to support new headend. UPS shall be sized to provide a minimum of 15 minutes of backup power at 150% of load.
- 1.10 Provide all server and touchscreen programming necessary to upgrade the existing software and to integrate the new Lobby Control workstation into the Black Creek Touchscreen Control System. Provide programming necessary to allow Lobby Control to take-over and provide control of separate Medical Unit and Visit Area when necessary (refer to separate proposals P19-096.01 and P19-097.01, respectively).

2.0 CUSTOMER RESPONSIBILITIES

- 2.01 Installation and testing of any additional cabling and/or conduit that may be required, including extension of existing cabling and fiber. Proposal assumes fiber connection from Equipment Rcom A222 to Main Control Room will be extended to Lobby Control Room.
- 2.02 Modifications/additions to existing millwork/casework.
- 2.03 Provide a high-speed Internet connection with real-world IP address for VPN connection at the facility for remote diagnostics and remote support via the Internet; existing connection may be reused.
- 2.04 Provide facility's lifts and ladders as needed. A lift is required for any work task covered by this proposal that exceeds working height of an 8' ladder.
- 2.05 Provide office/work space with access to a telephone and Internet for use by Black Creek technician.
- 2.06 Disposal of existing equipment removed during the upgrade.
- 2.07 Provide a sufficient number of escorts to Black Creek technicians during the course of the onsite work.
- 2.08 Provide a secure location to store equipment and tools.
- 2.09 Timely review and approval of Black Creek Engineering submittals, per the project schedule.
- 2.10 Timely review and approval of Black Creek touchscreen software submittal, per the project schedule.
- 2.11 Repair/replacement of existing field devices to be reused that are found to be non-operative, misadjusted, misaligned, defective, and/or missing.

3.0 BLACK CREEK RESPONSIBILITIES

- 3.01 Provide all hardware, software, and ancillary services as described in this Scope of Supply as required for a complete, satisfactorily operating system.
- 3.02 Provide programming, engineering, shop drawings, project management, installation, start-up, testing, and Customer instruction for all sections described in this Scope of Supply.
- 3.03 Perform all onsite hardware testing to ensure proper peripheral device installation. Existing field devices found to be defective shall be brought to the attention of the Customer for replacement or repair.
- 3.04 Load all software for initial testing and perform all software testing to ensure proper operation of Lobby Control security control system.
- 3.05 Perform all punch-list corrections as required.
- 3.06 Provide one (1) year warranty from date of completion on Black Creek-furnished software and ancillary services.
- 3.07 Provide an experienced Project Manager and Installation Manager to oversee the project.
- 3.08 Provide a detailed project schedule.

4.0 CLARIFICATIONS

- 4.01 Proposal anticipates that all existing wire and cable can be reused and that existing wire meets current electrical codes and standards.
- 4.02 Proposal anticipates Customer will extend existing fiber connection between Equipment Room A222 and Main Control Room to Visit Area Control Room.
- 4.03 Proposal includes reuse of existing field devices and assumes that all existing equipment is fully operational.
- 4.04 Non-operative, misadjusted, misaligned, defective, missing, and/or unused devices or conductors/cabling shall be reported to the Customer for resolution.
- 4.05 Proposal assumes existing power panels, UPS units, circuits, and receptacles are sufficient to support the new system components. Any modification to existing or new power panels, circuits, or receptacles will be provided by the County.
- 4.06 Proposal is based upon providing a Black Creek touchscreen system utilizing Black Creek's standard engineering practices.
- 4.07 Proposal assumes Lobby Control implementation will occur before control is implemented in separate Medical Unit and Visitation area (refer to separate proposals P19-096.01 and P19-097.01, respectively).
- 4.08 Proposal includes prevailing wages.
- 4.09 Proposal does not include Sales Tax. The County is a tax-exempt entity.

5.0 EXCLUSIONS

- 5.01 Any Fire Alarm System including interface/annunciation.
- 5.02 Repair or replacement of existing field devices, door locks, or door position switches found to be defective.
- 5.03 Replacement of defective or unusable wire/cables/conductors.
- 5.04 Modifications to existing or new UPS units, power panels, power circuits, or power receptacles.

January 2, 2020
BCIS Proposal # P19-095.02
Page 3 of 3

- 5.05 Conduit and cabling including extension of cabling to any new cabinets/racks that may be required.
- 5.06 Changes to software features or functionality, except as needed to implement new Lobby Control station.
- 5.07 Millwork or casework.
- 5.08 Concrete, masonry, and/or carpentry work.
- 5.09 Cutting and patching.
- 5.10 Disposal of removed equipment.
- 5.11 Internet service or connection for VPN access (existing will be reused).
- 5.12 Sales Tax.
- 5.13 Retainage.
- 5.14 Liquidated Damages.
- 5.15 Performance and payment bonds (may be provided at 1.5% of contract amount).
- 5.16 Any equipment or service not previously described in this Scope of Supply.

6.0 WARRANTY

The proposal includes a one-year warranty for new equipment supplied under this proposal only. Warranty is limited to repair or replacement of equipment deemed to have failed under conditions of normal use and excludes failures attributable to misuse, vandalism, flooding, or lightning. Existing field devices and equipment and Customer-provided equipment are specifically excluded from this warranty. Black Creek will provide telephone and internet support only. Customer will be responsible for providing onsite assistance with troubleshooting.

7.0 PRICING

Lobby Control Implementation: **\$180,000.00**
(Includes 15% Discount provided under Level 1 Service Plan)

8.0 SPECIAL TERMS AND CONDITIONS

Pricing remains firm for a period of 30 days.

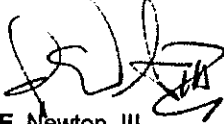
9.0 PAYMENT TERMS

- 25% on Engineering Submittal
- 50% on Equipment Delivery
- 25% on System Completion & Commissioning

10.0 NEW YORK LICENSE

Black Creek holds New York Alarm Installer License No. 12000178344.

Very truly yours,
BLACK CREEK INTEGRATED SYSTEMS CORP.



I.E. Newton, III
President
inewton@blackcreekisc.com



Workers' Compensation Board

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name & Address of Insured (use street address only) BLACK CREEK INTEGRATED SYSTEMS INC. 2900 CRESTWOOD BLVD. BIRMINGHAM, AL 35210</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 205-949-9900 ext. 902</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 47521302</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 630998454</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) COUNTY OF ALBANY 112 STATE STREET ALBANY, NY 12207</p>	<p>3a. Name of Insurance Carrier THE CHARTER OAK FIRE INSURANCE COMPANY</p> <p>3b. Policy Number of entity listed in box "1a" UB-1L822772-20-15-G</p> <p>3c. Policy effective period 01/01/2020 to 01/01/2021</p> <p>3d. The Proprietor, Partners or Executive Officer are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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

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

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

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

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

Approved by: Michelle Finch
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Michelle Finch* 01/02/20
(Signature) (Date)

Title: Customer Solutions Specialist

Telephone Number of authorized representative or licensed agent of insurance carrier: 518-454-4918

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

Workers' Compensation Law

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

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

RESOLUTION NO. 178

AUTHORIZING AN AGREEMENT WITH BLACK CREEK INTEGRATED SYSTEMS CORP. TO EXPAND A SECURITY CONTROL SYSTEM FOR THE LOBBY CONTROL UNIT AT THE ALBANY COUNTY CORRECTIONS & REHABILITATIVE SERVICES CENTER

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with Black Creek Integrated Systems Corp. in the amount not to exceed \$180,000 for a term commencing May 1, 2020 and ending April 30, 2021 regarding the expansion of a security control system to the Lobby Control Unit at the Albany County Corrections & Rehabilitative Services Center, and

WHEREAS, The Sheriff has indicated that Black Creek Integrated Systems Corp. is the manufacturer and owner of the current proprietary software used by the system and is therefore the sole source capable of providing the services that are required, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Black Creek Integrated Systems Corp. regarding the expansion of a security control system for the Lobby Control Unit at the Albany County Corrections & Rehabilitative Services Center in the amount not to exceed \$180,000 for a term commencing May 1, 2020 and ending April 30, 2021, and, be it further

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

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



ALBANY COUNTY SHERIFF'S OFFICE

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



MICHAEL S. MONTELEONE
CHIEF UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

KERRY B. THOMPSON
CHIEF DEPUTY

WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

February 19, 2020

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

Re: Request for Legislative Action
Grant Acceptance

D. Apple
Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff's Office Request for Legislative Action.

Briefly, this request will authorize the Albany County Executive to accept reimbursement funding for incurring costs due to the incarceration of undocumented criminal aliens. The United States Department of Justice, Bureau of Justice Assistance has made available assistance to states and local governments that are affected by incarceration costs for criminal aliens through the State Criminal Alien Assistance Program (SCAAP). Previous legislative action authorized the submission of the grant application, which we estimated to total \$25,000. One of the SCAAP program requirements states all SCAAP funds must be used for correctional purposes only. The County was notified that the actual grant amount was \$34,388, therefore, we are requesting to increase appropriation line A93150.22750 Security Equipment by \$34,388.00.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me.

Sincerely,

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

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

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

REQUEST FOR LEGISLATIVE ACTION

DATE: February 19, 2020

DEPARTMENT: Albany County Sheriff's Office / Correctional Facility

Contact Person: Sheriff Craig D. Apple Sr.

Telephone: 487-5440

Dept. Representative Attending
Committee Meeting: Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:

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

To authorize acceptance of grant (application previously authorized by Resolution No. 561 of 2018)

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

Increase Account/Line No: see attached

Source of Funds: SCAAP Grant #2019-H-1061-NY-AP

Title Change: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

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

CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:

(Party Name/Address):

US Department of Justice, Bureau of Justice Assistance

810 7th Street, N.W. - SCAPP

Washington, DC 20531

Amount/Rate Schedule/Fee:

\$34,388.00

Term: _____

Scope of Services: _____

Contract Funding:

Anticipated in Current Budget: Yes _____ No _____

Funding Source: _____

County Budget Accounts:

Revenue: _____

Appropriation: _____

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

CONCERNING ALL REQUESTS:

Mandated Program / Service: Yes _____ No *X*

If Mandated Cite: Authority _____

Anticipated in Current Adopted Budget: Yes _____ No *X*

If yes, indicate Revenue/Appropriation Accounts: _____

Fiscal Impact - Funding: (Dollars or Percentages)

Federal *100%*

State _____

County _____

Term/Length of Funding *July 1, 2017 through June 30, 2018*

Previous Requests For Identical or Similar Action:

Resolution/Law Number: *#455 #529 #362 #449 #490 #280*

Date of Adoption: *12/3/12 11/12/13 10/14/14 11/9/15 11/14/16 07/8/19*

Justification: (State briefly why legislative action is requested)

To authorize Albany County to accept a reimbursement grant from the US Department of Justice, Bureau of Justice Assistance for incurring costs due to the incarceration of undocumented criminal aliens.

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

Submitted By: *Craig D. Apple Sr.*

Title: *Sheriff*

RESOLUTION NO. 455

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2012 CORRECTIONAL FACILITY BUDGET

Introduced: 12/3/12
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made available an additional \$12,758 through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$37,758 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the higher reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$37,758 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2012 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$12,758

Increase Appropriation Account A3150.2 by \$12,758 by increasing Line Item A3150 2 2750 Security Equipment by \$12,758

and, be it further

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

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

Adopted by unanimous vote. 12/3/12

RESOLUTION NO. 529

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2013 CORRECTIONAL FACILITY BUDGET

Introduced: 11/12/13
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made available an additional \$1,803 through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$26,803 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the higher reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$26,803 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2013 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$1,803

Increase Appropriation Account A3150.2 by \$1,803 by increasing Line Item A3150 2 2750 Security Equipment by \$1,803

and, be it further

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

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

Adopted by unanimous vote. 11/12/13

RESOLUTION NO. 362

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2014 CORRECTIONAL FACILITY BUDGET

Introduced: 10/14/14
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made funding available through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$36,146 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in an amount not to exceed \$36,146 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2014 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$36,146

Increase Appropriation Account A3150.2 by \$36,146 by increasing Line Item A3150 2 2750 Security Equipment by \$36,146

and, be it further

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

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

Adopted by unanimous vote. 10/14/14

RESOLUTION NO. 449

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2015 CORRECTIONAL FACILITY BUDGET

Introduced: 11/9/15
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made funding available through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$40,303 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in an amount not to exceed \$40,303 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2015 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$40,303

Increase Appropriation Account A3150.2 by \$40,303 by increasing Line Item A3150 2 2750 Security Equipment by \$40,303

and, be it further

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

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

Adopted by unanimous vote. 11/9/15

RESOLUTION NO. 490

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2016 CORRECTIONAL FACILITY BUDGET

Introduced: 11/14/16
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made funding available through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$44,244 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in an amount not to exceed \$44,244 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2016 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$44,244

Increase Appropriation Account A3150.2 by \$44,244 by increasing Line Item A3150 2 2750 Security Equipment by \$44,244

and, be it further

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

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

Adopted by unanimous vote. 11/14/16

FY 2017

RESOLUTION NO. 280

AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2019 SHERIFF'S OFFICE BUDGET

Introduced: 7/8/19

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance, has made funding available through the State Criminal Alien Assistance Program (SCAAP) regarding reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in the amount of \$58,147 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in an amount not to exceed \$58,147 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2019 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4890 Alien Assistance Program by \$58,147

Increase Appropriation Account A3150.2 by \$58,147 by increasing Line Item A3150 2 2750 Security Equipment by \$58,147

and, be it further

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

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

Adopted by unanimous vote - 7/8/19



U.S. Department of Justice

Bureau of Justice Assistance

2019 SCAAP Application

Applicant/Organization Information

Government Level: County
Jurisdiction: County of Albany
Submitting Agency: Correctional Facility

CEO for Jurisdiction

The Honorable Daniel McCoy
County Executive
Office of The County Executive
Albany, New York
12207-2005
Phone: (518) 447-7040

Fax: (518) 447-5589 Email: Daniel.McCoy@albanycounty.com

Submitting Government Official

Ms. Tina Simmons
Budget Analyst
Office of The County Executive
Albany, New York
12207-2005
Phone: (518) 869-2605

Fax: (518) 862-5564 Email: Tina.Simmons@albanycountyny.gov



U.S. Department of Justice

Bureau of Justice Assistance

2019 SCAAP Application

Country Code List

Correctional Facility(ies) Information

Correctional Officer Information

Please report the maximum number of permanent full-time correctional officers your facility(ies) has employed during the reporting period: 307

Please report the maximum number of permanent part-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted full-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted part-time correctional officers your facility(ies) has employed during the reporting period: 0

Total number of correctional officers your facility(ies) has employed during the reporting period: (calculated from above) 307

Please sum the earnings of all the above correctional officers here. This is the total salary cost for the period: \$21,840,511

Facility(ies) Information

Total bed count for correctional facility(ies): 1,043

Total number of days for ALL inmates (legal aliens, illegal aliens, unknowns and U.S. citizens) housed in your facility(ies) for the reporting period: 220,475

2020 BUDGET AMENDMENT														
											APPROPRIATIONS			
RESOLUTION NO. BTCH				ACCOUNT NO.				RESOLUTION DESCRIPTION	INCREASE	DECREASE				
				A9	3150	2	2750	10000	SECURITY EQUIPMENT		34,388.00			
											TOTAL APPROPRIATIONS	34,388.00	0.00	
											REVENUES			
RESOLUTION NO. BTCH				ACCOUNT NO.				RESOLUTION DESCRIPTION	DECREASE	INCREASE				
				A4	3150		04390		ALIEN ASSISTANCE PROGRAM		34,388.00			
											0.00	34,388.00		
											GRAND TOTALS		34,388.00	34,388.00
SCAPP Grant Award #2019-H-1061-NY-AP														
FY 2019 period of July 1, 2017 through June 30,2018														

RESOLUTION NO.179

AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance, has made funding available through the State Criminal Alien Assistance Program (SCAAP) regarding reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in the amount of \$34,388 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in an amount not to exceed \$34,388 regarding reimbursement for the incarceration of criminal aliens during the aforementioned time frames, and, be it further

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

Increase Revenue Account A4390 Alien Assistance Program by \$34,388

Increase Appropriation Account A3150.2 by \$34,388 by increasing Line Item A3150 2 2750 Security Equipment by \$34,388

and, be it further

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

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



ALBANY COUNTY SHERIFF'S OFFICE

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



MICHAEL S. MONTELEONE
CHIEF UNDERSHERIFF

CRAIG D. APPLE, SR.
SHERIFF

KERRY B. THOMPSON
CHIEF DEPUTY

WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

February 19, 2020

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

Re: Request for Legislative Action
Grant Acceptance

[Handwritten signature]
Dear Mr. Joyce:

Enclosed please find the Albany County Sheriff's Office Request for Legislative Action.

Briefly, this request will authorize the Albany County Executive to accept reimbursement funding for incurring costs due to the incarceration of undocumented criminal aliens. The United States Department of Justice, Bureau of Justice Assistance has made available assistance to states and local governments that are affected by incarceration costs for criminal aliens through the State Criminal Alien Assistance Program (SCAAP). Previous legislative action authorized the submission of the grant application, which we estimated to total \$25,000. One of the SCAAP program requirements states all SCAAP funds must be used for correctional purposes only. The County was notified that the actual grant amount was \$38,132, therefore, we are requesting to increase appropriation line A93150.22750 Security Equipment by \$38,132.00.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me.

Sincerely,

[Handwritten signature of Craig D. Apple Sr.]
Craig D. Apple Sr.
Sheriff

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

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

REQUEST FOR LEGISLATIVE ACTION

DATE: February 19, 2020

DEPARTMENT: Albany County Sheriff's Office / Correctional Facility

Contact Person: Sheriff Craig D. Apple Sr.

Telephone: 487-5440

Dept. Representative Attending

Committee Meeting: Sheriff Craig D. Apple Sr.

PURPOSE OF REQUEST:

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

To authorize acceptance of grant (application previously authorized by Resolution No. 561 of 2018)

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

Increase Account/Line No: see attached

Source of Funds: SCAAP Grant #2019-H-0238-NY-AP

Title Change: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- Change Order/Contract Amendment _____
- Purchase (Equipment / Supplies) _____
- Lease (Equipment / Supplies) _____
- Requirements _____
- Professional Services _____
- Educational / Training _____
- Grant: _____
- New _____
- Renewal _____
- Submission Deadline Date _____

Settlement of a Claim _____

Release of Liability _____

Other: (State briefly) _____

CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:

(Party Name/Address):

US Department of Justice, Bureau of Justice Assistance

810 7th Street, N.W. - SCAPP

Washington, DC 20531

Amount/Rate Schedule/Fee:

\$38,132.00

Term: _____

Scope of Services: _____

Contract Funding:

Anticipated in Current Budget: Yes _____ No _____

Funding Source: _____

County Budget Accounts: _____

Revenue: _____

Appropriation: _____

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

CONCERNING ALL REQUESTS:

Mandated Program / Service: Yes _____ No X

If Mandated Cite: Authority _____

Anticipated in Current Adopted Budget: Yes _____ No X

If yes, indicate Revenue/Appropriation Accounts: _____

Fiscal Impact - Funding: (Dollars or Percentages)

Federal 100%

State _____

County _____

Term/Length of Funding July 1, 2016 through June 30, 2017

Previous Requests For Identical or Similar Action:

Resolution/Law Number: #455 #529 #362 #449 #490 #280

Date of Adoption: 12/3/12 11/12/13 10/14/14 11/9/15 11/14/16 07/8/19

Justification: (State briefly why legislative action is requested)

To authorize Albany County to accept a reimbursement grant from the US Department of Justice, Bureau of Justice Assistance for incurring costs due to the incarceration of undocumented criminal aliens.

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

Submitted By: Craig D. Apple Sr.

Title: Sheriff

2020 BUDGET AMENDMENT

RESOLUTION NO. BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE
A9 3150	2 2750	SECURITY EQUIPMENT	38,132.00	
		TOTAL APPROPRIATIONS	38,132.00	0.00
		REVENUES		
RESOLUTION NO. BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE
A4 3150	04390	ALIEN ASSISTANCE PROGRAM	0.00	38,132.00
		TOTAL REVENUES		38,132.00
		GRAND TOTALS	38,132.00	38,132.00

RESOLUTION NO. 455

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2012 CORRECTIONAL FACILITY BUDGET

Introduced: 12/3/12

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made available an additional \$12,758 through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$37,758 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the higher reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$37,758 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2012 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$12,758

Increase Appropriation Account A3150.2 by \$12,758 by increasing Line Item A3150 2 2750 Security Equipment by \$12,758

and, be it further

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

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

Adopted by unanimous vote. 12/3/12

RESOLUTION NO. 529

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2013 CORRECTIONAL FACILITY BUDGET

Introduced: 11/12/13
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made available an additional \$1,803 through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$26,803 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the higher reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$26,803 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2013 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$1,803

Increase Appropriation Account A3150.2 by \$1,803 by increasing Line Item A3150 2 2750 Security Equipment by \$1,803

and, be it further

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

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

Adopted by unanimous vote. 11/12/13

RESOLUTION NO. 362

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2014 CORRECTIONAL FACILITY BUDGET

Introduced: 10/14/14

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made funding available through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$36,146 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in an amount not to exceed \$36,146 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2014 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$36,146

Increase Appropriation Account A3150.2 by \$36,146 by increasing Line Item A3150 2 2750 Security Equipment by \$36,146

and, be it further

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

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

Adopted by unanimous vote. 10/14/14

RESOLUTION NO. 449

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2015 CORRECTIONAL FACILITY BUDGET

Introduced: 11/9/15

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made funding available through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$40,303 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in an amount not to exceed \$40,303 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2015 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$40,303

Increase Appropriation Account A3150.2 by \$40,303 by increasing Line Item A3150 2 2750 Security Equipment by \$40,303

and, be it further

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

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

Adopted by unanimous vote. 11/9/15

RESOLUTION NO. 490

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2016 CORRECTIONAL FACILITY BUDGET

Introduced: 11/14/16

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance has made funding available through the State Criminal Alien Assistance Program (SCAAP) as reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in the amount of \$44,244 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Bureau of Justice Assistance in an amount not to exceed \$44,244 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2016 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$44,244

Increase Appropriation Account A3150.2 by \$44,244 by increasing Line Item A3150 2 2750 Security Equipment by \$44,244

and, be it further

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

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

Adopted by unanimous vote. 11/14/16

FY 2017

RESOLUTION NO. 280

AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2019 SHERIFF'S OFFICE BUDGET

Introduced: 7/8/19

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance, has made funding available through the State Criminal Alien Assistance Program (SCAAP) regarding reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in the amount of \$58,147 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff further requested a budget amendment to reflect the reimbursement amount and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in an amount not to exceed \$58,147 regarding reimbursement for the incarceration of criminal aliens, and, be it further

RESOLVED, That the 2019 Correctional Facility Budget is amended as follows:

Increase Revenue Account A4390 Alien Assistance Program by \$58,147

Increase Appropriation Account A3150.2 by \$58,147 by increasing Line Item A3150 2 2750 Security Equipment by \$58,147

and, be it further

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

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

Adopted by unanimous vote - 7/8/19



U.S. Department of Justice

Bureau of Justice Assistance

2018 SCAAP Application

Applicant/Organization Information

Government Level: County
Jurisdiction: County of Albany
Submitting Agency: Correctional Facility

CEO for Jurisdiction

The Honorable Daniel McCoy
County Executive
Office of The County Executive
Albany, New York
12207-2005
Phone: (518) 447-7040

Fax: (518) 447-5589 Email: Daniel.McCoy@albanycounty.com

Submitting Government Official

Ms. Tina Simmons
Budget Analyst
Office of The County Executive
Albany, New York
12207-2005
Phone: (518) 869-2605

Fax: (518) 862-5564 Email: Tina.Simmons@albanycountyny.gov



U.S. Department of Justice

Bureau of Justice Assistance

2018 SCAAP Application

Correctional Facility(ies) Information

Correctional Officer Information

Please report the maximum number of permanent full-time correctional officers your facility(ies) has employed during the reporting period: 305

Please report the maximum number of permanent part-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted full-time correctional officers your facility(ies) has employed during the reporting period: 0

Please report the maximum number of contracted part-time correctional officers your facility(ies) has employed during the reporting period: 0

Total number of correctional officers your facility(ies) has employed during the reporting period: (calculated from above) 305

Please sum the earnings of all the above correctional officers here. This is the total salary cost for the period: \$21,226,658

Facility(ies) Information

Total bed count for correctional facility(ies): 1,043

Total number of days for ALL inmates (legal aliens, illegal aliens, unknowns and U.S. citizens) housed in your facility(ies) for the reporting period: 226,464

RESOLUTION NO. 180

AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2020 SHERIFF'S OFFICE BUDGET

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance, has made funding available through the State Criminal Alien Assistance Program (SCAAP) regarding reimbursement for incarceration costs for undocumented criminal aliens at the Albany County Correctional Facility, and

WHEREAS, The Sheriff has requested authorization to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in the amount of \$38,132 regarding the SCAAP reimbursement, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate reimbursement amount into the Sheriff's Office Budget and to comply with a SCAAP requirement that reimbursement monies be spent for correctional purposes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the United States Department of Justice, Bureau of Justice Assistance, in the amount of \$38,132 regarding reimbursement for the incarceration of criminal aliens, and, be it further

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

Increase Revenue Account A4390 Alien Assistance Program by \$38,132

Increase Appropriation Account A3150.2 by \$38,132 by increasing Line Item A3150 2 2750 Security Equipment by \$38,132

and, be it further

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

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

March 25, 2020

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

Handwritten: Dear Mr. Joyce:

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

Legislative approval is required in order to allow Albany County to perform a budget transfer of \$63,500.00 from our EMS Reserve Ambulance account into our Automobile line in order to complete the purchase of a used ambulance from SIV Ambulances in Langhorne, PA.

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

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

REQUEST FOR LEGISLATIVE ACTION

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

DATE : MARCH 20, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

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

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
 - AMENDMENT OF PRIOR LEGISLATION _____
 - APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
 - BOND APPROVAL _____
 - BUDGET AMENDMENT (SEE BELOW) X
 - CONTRACT AUTHORIZATION (SEE BELOW) _____
 - ENVIRONMENTAL IMPACT _____
 - HOME RULE REQUEST _____
 - PROPERTY CONVEYANCE _____
 - OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE) _____
- PERMISSION TO MOVE FUNDS FROM EMS AMBULANCE RESERVE TO THE 2020 ACTIVE BUDGET**

CONCERNING BUDGET AMENDMENTS

STATE, THE FOLLOWING

INCREASE ACCOUNT/LINE NO. A93110.22400 (AUTOMOBILES)
 SOURCE OF FUNDS: AMBULANCE RESERVE FUND
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:

TERM:

SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO _____

FUNDING SOURCE: _____

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION: _____

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

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE:

YES _____ NO X

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET:

YES _____ NO X

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL _____

STATE _____

COUNTY 100%

TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 147 OF 2019

DATE OF ADOPTION: 4/8/2019

JUSTIFICATION: _____ (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THE \$63,500.00 TRANSFER WILL HELP COMPLETE THE PURCHASE OF A USED

AMUBLANCE FROM SIV AMBULANCES IN LANGHORNE, PA

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

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF

RESOLUTION NO. 147

**AUTHORIZING AN AGREEMENT WITH THE ONESQUETHAW
VOLUNTEER FIRE COMPANY REGARDING THE PURCHASE OF AN
AMBULANCE AND AMENDING THE 2019 SHERIFF'S OFFICE BUDGET**

Introduced: 4/8/19

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to purchase a 2007 Ford F-450 custom ambulance for the price of \$26,500 from the Onesquethaw Volunteer Fire Company in Clarksville, NY that is essential to providing Emergency Medical Services to various municipalities, and

WHEREAS, The Sheriff has requested an amendment to the 2019 Sheriff's Office Budget to incorporate such expense, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Onesquethaw Volunteer Fire Company in Clarksville, NY regarding the purchase of an ambulance in the amount of \$26,500, and, be it further

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

Decrease Revenue Account A00890 Reserve EMS Ambulance Program by \$26,500

Increase Appropriation Account A3110.2 by \$26,500 by increasing Line Item A3110 2 2400 Automobiles by \$26,500

and, be it further

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

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

Adopted by unanimous vote - 4/8/19

2020 BUDGET AMENDMENT									
				APPROPRIATIONS					
				RESOLUTION DESCRIPTION		INCREASE	DECREASE	DEPARTMENT NAME	
A9	3110	2	2400	AUTOMOBILES		63,500.00		SHERIFF'S DEPT.	
				TOTAL APPROPRIATIONS		63,500.00			
				REVENUES					
				RESOLUTION DESCRIPTION		INCREASE	DECREASE <td>DEPARTMENT NAME</td> <td></td>	DEPARTMENT NAME	
A	A		00890	RESERVE EMS AMBULANCE FUND			63,500.00	SHERIFF'S DEPT.	
				GRAND TOTALS		63,500.00	63,500.00		

RESOLUTION NO. 181

AMENDING THE 2020 SHERIFF'S OFFICE BUDGET: AMBULANCE SERVICES

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Sheriff has requested an amendment to the 2020 Sheriff's Office Budget to allow a budget transfer of \$63,500 in order to complete the purchase of a used ambulance from SIV Ambulances in Langhorne, PA, now, therefore, be it

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

Decrease Reserve Account A00890 Reserve EMS Ambulance Program by \$63,500

Increase Appropriation Account A3110.2 by \$63,500 by increasing Line Item A3110 2 2400 Automobiles by \$63,500

and, be it further

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

April 7, 2020

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

Andrew
Dear Mr. Joyce:

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

Legislative approval is required in order to allow the Albany County Sheriff's Office to enter into a grant application with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, for the Coronavirus Emergency Supplemental Funding Program Solicitation FY2020 Formula Grant Solicitation.

Awarded funds are a predetermined amount as set by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice. This amount has been determined to be \$58,008.00 with no match. These funds will be utilized to prevent, prepare for, and respond to the coronavirus.

The performance period for this grant is January 20, 2020 through January 19, 2022.

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

Sincerely,

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

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

REQUEST FOR LEGISLATIVE ACTION

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

DATE : APRIL 3, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

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

TO APPLY FOR THE FY2020 CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM GRANT

CONCERNING BUDGET AMENDMENTS

STATE, THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____

SOURCE OF FUNDS: _____

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW X
- RENEWAL _____
- SUBMISSION DEADLINE DATE 5/29/2020

SETTLEMENT OF A CLAIM _____

RELEASE OF LIABILITY _____

OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

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

US DEPT. OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
WASHINGTON, DC

AMOUNT/RATE SCHEDULE/FEE:

\$ 58,008.00 NO MATCH

TERM: 1/20/2020 -1/19/2022

SCOPE OF SERVICES:

THESE FUNDS WILL BE USED TO HELP PREVENT, PREPARE FOR, AND
RESPOND TO THE CORONAVIRUS

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _____ NO X
FUNDING SOURCE: U.S. DEPT. OF JUSTICE

COUNTY BUDGET ACCOUNTS:

REVENUE: _____

APPROPRIATION: _____

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

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _____ NO X

IF MANDATED CITE: AUTHORITY _____

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL 100%

STATE _____

COUNTY _____

TERM/LENGTH OF FUNDING 1/20/2020 -1/19/2022

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION: _____

RESOLUTION/LAW NUMBER: _____

DATE OF ADOPTION: _____

JUSTIFICATION: _____ (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THIS GRANT WILL HELP US OFFSET SOME OF THE EXPENSES INCURRED FROM THE
CORONAVIRUS

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

OMB No. 1121-0329
Approval Expires 11/30/2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance



Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

CFDA #16.034

Solicitation Release Date: March 30, 2020

Application Deadline: 11:59 p.m. eastern time on May 29, 2020

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for the Coronavirus Emergency Supplemental Funding Program.

This solicitation incorporates the [OJP Grant Application Resource Guide](#) by reference. The OJP Grant Application Resource Guide provides guidance to applicants on how to prepare and submit applications for funding to OJP. **If this solicitation expressly modifies any provision in the OJP Grant Application Resource Guide, the applicant is to follow the guidelines in this solicitation as to that provision.**

Eligibility

The following entities are eligible to apply:

- States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the Fiscal Year (FY) 2019 State and Local Edward Byrne Memorial Justice Assistance Grant (JAG) Program are eligible to apply under the Coronavirus Emergency Supplemental Funding (CESF) Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

The eligible allocations for the FY 2020 CESF Program can be found at:
<https://bjao.ojp.gov/program/fy20-cesf-allocations>.

For the purposes of the CESF Program, please note the following:

- The term "states" includes the District of Columbia, the Commonwealth of Puerto Rico, the Northern Mariana Islands, the U.S. Virgin Islands, Guam, and American Samoa. (Throughout this solicitation, each reference to a "state" or "states" includes all 56 jurisdictions.)

- The term “units of local government” includes a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state, or a federally recognized Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.
- All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

Contact information

For technical assistance with submitting an application, contact the Grants Management System (GMS) Support Hotline at 888-549-9901, option 3, or via email at GMS.HelpDesk@usdoj.gov. The GMS Support Hotline operates 24 hours a day, 7 days a week, including federal holidays

An applicant that experiences unforeseen GMS technical issues beyond its control that prevent it from submitting its application by the deadline must email the NCJRS Response Center contact identified below **within 24 hours after the application deadline** to request approval to submit its application after the deadline. Additional information on reporting technical issues appears under “Experiencing Unforeseen GMS Technical Issues” in the **How to Apply (GMS)** section in the [OJP Grant Application Resource Guide](#).

For assistance with any other requirement of this solicitation, applicants may contact the NCJRS Response Center by telephone at 1-800-851-3420; via TTY at 301-240-6310 (hearing impaired only); by email at grants@ncjrs.gov; by fax to 301-240-5830; or by web chat at <https://webcontact.ncjrs.gov/ncjchat/chat.jsp>. The NCJRS Response Center hours of operation are 10:00 a.m. to 6:00 p.m. eastern time, Monday through Friday, and 10:00 a.m. to 8:00 p.m. eastern time on the solicitation close date.

Post-Award Legal Requirements Notice

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance). OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

Deadline details

Applicants must register in GMS at <https://grants.ojp.usdoj.gov/> prior to submitting an application under this solicitation. All applicants must register, even those that previously registered in GMS. Select the “Apply Online” button associated with the solicitation title. All registrations and applications are due by 11:59 p.m. eastern time May 29, 2020.

For additional information, see the “How to Apply (GMS)” section in the [OJP Grant Application Resource Guide](#).

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Coronavirus Emergency Supplemental Funding Program Solicitation CFDA # 16.034

A. Program Description

Overview

The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist eligible states, local units of government, and tribes in preventing, preparing for, and responding to the coronavirus.

Statutory Authority: The CESF Program is authorized by Division B of H.R. 748, Pub. L. No. 116-136 (Emergency Appropriations for Coronavirus Health Response and Agency Operations); 28 U.S.C. 530C.

Permissible uses of Funds

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Expenditures which require prior approval – There are no specific prohibitions under the CESF Program other than the unallowable costs that are identified in the DOJ Grants Financial Guide; however, the following items should be identified during application and appropriately justified as noted:

- **Individual items costing \$500,000 or more** – if the recipient intends to purchase an individual item that costs \$500,000 or more, those item(s) should be identified and thoroughly justified by the grantee and receive written prior approval from BJA post-award through the submission and approval of a Grant Adjustment Notice (GAN). Costs must be reasonable to receive approval.
- **Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)** – if the recipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here: https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation related to these purchases should be included with the application or the applicant must receive written prior approval from BJA post-award through the submission and approval of a GAN.

Draw-down – Consistent with the CESF Program's purposes, which involve assistance in responding to the present national emergency in connection with the coronavirus, OJP has determined that eligible states (or State Administering Agencies) or units of local government may draw down funds either in advance or on a reimbursable basis. To draw down in advance, funds must be placed in an interest-bearing account, unless one of the exceptions

in 2 C.F.R. § 200.305(b)(8) apply. This interest-bearing account must be dedicated specifically for the CESF Program award, and funds other awards or sources may not be commingled with the funds in the account established for the CESF Program award. It is not necessary that the interest-bearing account be a “trust fund.” For additional information, see [2 C.F.R. § 200.305](#).

Prohibition of supplanting – Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Limitation on direct administrative costs – Funds may not be used for direct administrative costs that exceed 10 percent of the total award amount.

B. Federal Award Information

Maximum number of awards BJA expects to make	1,873
Period of performance start date	January 20, 2020
Period of performance duration	2 years

Recipients have the option to request a one-time, up to 12-month extension. The extension must be requested via GMS no fewer than 30 days prior to the end of the performance period.

The expected eligible allocations for the FY 2020 CESF Program can be found at: <https://bja.ojp.gov/program/fy20-cesf-allocations>.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by statute.

Type of Award¹

BJA expects to make awards under this solicitation as grants. See the “Administrative, National Policy, and Other Legal Requirements” section of the [OJP Grant Application Resource Guide](#) for additional information.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements² as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See [OJP Grant Application Resource Guide](#) for additional information.

Budget Information

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Limitation on Use of Award Funds for Employee Compensation; Waiver” provision in the “Financial Information” section of the OJP Grant Application Resource Guide.

¹ For purposes of this solicitation, the phrase “pass-through entity” includes any recipient or subrecipient that provides a subaward (“subgrant”) to carry out part of the funded award or program.

² The “Part 200 Uniform Requirements” means the DOJ regulation at 2 C.F.R Part 2800, which adopts (with certain modifications) the provisions of 2 C.F.R. Part 200.

Cost Sharing or Match Requirement

The CESF Program does not require a match.

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Pre-agreement Costs \(also known as Pre-award Costs\)](#)

[Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs](#)

[Costs Associated with Language Assistance](#) (if applicable)

C. Eligibility Information

For eligibility information, see the title page.

For information on cost sharing or match requirements, see [Section B. Federal Award Information](#).

D. Application and Submission Information

What an Application Should Include

See the "Application Elements and Formatting Instructions" section of the [OJP Grant Application Resource Guide](#) for information on what happens to an application that does not contain all the specified elements. (This solicitation expressly modifies the "Application Elements and Formatting Instructions" section of the OJP Grant Application Resource Guide by **not** incorporating paragraph two of that section (referring to nonresponsive applications or applications missing critical elements not "[proceeding] to peer review"). The solicitation further expressly modifies the "Application Attachments" section of the OJP Grant Application Resource Guide by **not** incorporating the "Applicant Disclosure of Pending Applications," "Applicant Disclosure and Justification – DOJ High Risk Grantees," and "Research and Evaluation Independence and Integrity" provisions.)

1. Application for Federal Assistance (Standard Form (SF)-424)

The SF-424 is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [OJP Grant Application Resource Guide](#) for additional information on completing the SF-424.

Intergovernmental Review: This solicitation ("funding opportunity") is subject to [Executive Order 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: https://www.whitehouse.gov/wp-content/uploads/2017/11/Intergovernmental_-Review-_SPOC_01_2018_OFFM.pdf. If the applicant's state appears on the SPOC list, the applicant must contact the State SPOC to find out about, and comply with, the state's process under E.O. 12372. In completing the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. (An applicant whose state does not appear on the SPOC list should answer question 19 by selecting the response that the: "Program is subject to E.O. 12372, but has not been selected by the State for review.")

2. Program Narrative

Describe the specific coronavirus prevention, preparation, and/or response efforts that will be addressed with this funding and include a summary of the types of projects or items that will be funded over the 2-year grant period.

3. Budget Information and Associated Documentation

Please note that the budget narrative should include a full description of all costs, including administrative costs or indirect costs (if applicable).

See the Budget Preparation and Submission Information section of the [OJP Grant Application Resource Guide](#) for details on the Budget Detail Worksheet, and on budget information and associated documentation, such as information on proposed subawards, proposed procurement contracts under awards, and pre-agreement costs.

This solicitation expressly modifies the OJP Grant Application Resource Guide by not incorporating the “Information on proposed subawards” provision in the “Budget Preparation and Submission Information” section of the OJP Grant Application Resource Guide. Specifically, OJP is suspending the requirements for CESF grant recipients to receive prior approval (either at the time of award or through a Grant Adjustment Notice) before making subawards.

For additional information regarding subawards and authorizations, please refer to the subaward section in the [OJP Grant Application Resource Guide](#).

Please see the OJP Grant Application Resource Guide for information on the following:

4. Indirect Cost Rate Agreement (if applicable)

See the Budget Preparation and Submission Information section of the OJP Grant Application Resource Guide for information.

5. Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high risk status)

6. Disclosure of Lobbying Activities

How to Apply

An applicant must submit its application through [GMS](#), which provides support for the application, award, and management of awards at OJP. Find information, registration, and submission steps on how to apply in GMS in response to this solicitation under **How to Apply (GMS)** in the [OJP Grant Application Resource Guide](#).

E. Application Review Information

Review Process

BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the nonpublic segment of the

integrity and performance system accessible through the System for Award Management (SAM) (currently, the Federal Awardee Performance and Integrity Information System, FAPIIS).

Important note on FAPIIS: An applicant, at its option, may review and comment on any information about itself that currently appears in FAPIIS and was entered by a federal awarding agency. OJP will consider any such comments by the applicant, in addition to the other information in FAPIIS, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

F. Federal Award Administration Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Federal Award Notices](#)

[Administrative, National Policy, and Other Legal Requirements](#)

OJP strongly encourages prospective applicants to review information on post-award legal requirements and common OJP award conditions **prior** to submitting an application.

In addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions, and all applicable requirements of federal statutes and regulations (including applicable requirements referred to in the assurances and certifications executed in connection with award acceptance).

For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [OJP Grant Application Resource Guide](#).

[Information Technology \(IT\) Security Clauses](#)

General Information about [Post-Federal Award Reporting Requirements](#)

Any recipient of an award under this solicitation will be required to submit the following reports and data:

Required reports. Recipients typically must submit quarterly financial status reports, semi-annual progress reports, final financial and progress reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent. (In appropriate cases, OJP may require additional reports.)

See the [OJP Grant Application Resource Guide](#) for additional information on specific post-award reporting requirements.

OJP may restrict access to award funds if a recipient of an OJP award fails to report in a timely manner.

G. Federal Awarding Agency Contact(s)

For OJP contact(s), see page 2 of this solicitation.

For contact information for GMS, see page 2.

H. Other Information

Please see the [OJP Grant Application Resource Guide](#) for information on the following:

[Freedom of Information and Privacy Act \(5 U.S.C. 552 and 5 U.S.C. 552a\)](#)

[Provide Feedback to OJP](#)

Appendix A: Application Checklist

Coronavirus Emergency Supplemental Funding Program: FY 2020 Solicitation

This application checklist has been created as an aid in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- Acquire a DUNS Number (see [OJP Grant Application Resource Guide](#))
- Acquire or renew registration with SAM (see [OJP Grant Application Resource Guide](#))

To Register with GMS:

- For new users, acquire a GMS username and password* (see [OJP Grant Application Resource Guide](#))
- For existing users, check GMS username and password* to ensure account access (see [OJP Grant Application Resource Guide](#))
- Verify SAM registration in GMS (see [OJP Grant Application Resource Guide](#))
- Search for and select correct funding opportunity in GMS (see [OJP Grant Application Resource Guide](#))
- Register by selecting the "Apply Online" button associated with the funding opportunity title (see [OJP Grant Application Resource Guide](#))
- Read OJP policy and guidance on conference approval, planning, and reporting available at ojp.gov/financialguide/DOJ/PostawardRequirements/chapter3.10a.htm (see [OJP Grant Application Resource Guide](#))

If experiencing technical difficulties in GMS, contact the NCJRS Response Center (see page 2)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contact designated within GMS at the time the account was established. Neither OJP nor the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

Overview of Post-Award Legal Requirements:

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2020 Awards](#)" in the [OJP Funding Resource Center](#).

Scope Requirement:

- The eligible allocations for the FY 2020 CESF Program can be found at: <https://bja.ojp.gov/program/fy20-cesf-allocations>.

Eligibility Requirement:

States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments that were identified as eligible for funding under the FY 2019 State and Local JAG Program will be eligible to apply under the CESF Program solicitation. NOTE: Only the State Administering Agency that applied for FY 2019 JAG funding for a state/territory may apply for the state allocation of CESF funding.

What an Application Should Include:

- Application for Federal Assistance (SF-424) (see [OJP Grant Application Resource Guide](#))
- Intergovernmental Review (see page 6)
- Program Narrative (see page 7)
- Budget Detail Worksheet (see page 7)
- Budget Narrative (see page 7)
- Indirect Cost Rate Agreement (if applicable) (see page 7)
- Financial Management and System of Internal Controls Questionnaire (see [OJP Grant Application Resource Guide](#))
- Disclosure of Lobbying Activities ([SF-LLL](#)) (see [OJP Grant Application Resource Guide](#))

BJA FY 2020 Coronavirus Emergency Supplemental Funding

State	Jurisdiction Name	Government Type	Eligible Allocation
NY	ALBANY CITY	Municipal	\$215,037
NY	ALBANY COUNTY	County	\$58,008
NY	AUBURN CITY	Municipal	\$32,780
NY	BINGHAMTON CITY	Municipal	\$87,502
NY	BROOME COUNTY	County	\$58,008
NY	BUFFALO CITY	Municipal	\$713,149
NY	CAYUGA COUNTY	County	\$58,008
NY	CHAUTAUQUA COUNTY	County	\$58,008
NY	CHEEKTOWAGA TOWN	Township	\$47,720
NY	DUTCHESS COUNTY	County	\$58,008
NY	ERIE COUNTY	County	\$58,008
NY	GREECE TOWN	Township	\$45,671
NY	HEMPSTEAD VILLAGE	Municipal	\$96,891
NY	JAMESTOWN CITY	Municipal	\$56,255
NY	JEFFERSON COUNTY	County	\$58,008
NY	MONROE COUNTY	County	\$52,669
NY	MOUNT VERNON CITY	Municipal	\$117,379
NY	NASSAU COUNTY	County	\$307,149
NY	NEW ROCHELLE CITY	Municipal	\$45,243
NY	NEW YORK CITY	Municipal	\$12,433,170
NY	NEWBURGH CITY	Municipal	\$99,194
NY	NIAGARA COUNTY	County	\$58,008
NY	NIAGARA FALLS CITY	Municipal	\$142,134
NY	ONEIDA COUNTY	County	\$58,008
NY	ONONDAGA COUNTY	County	\$49,853
NY	ORANGE COUNTY	County	\$58,008
NY	POUGHKEEPSIE CITY	Municipal	\$58,904
NY	RENSSELAER COUNTY	County	\$58,008
NY	ROCHESTER CITY	Municipal	\$474,295
NY	ROCKLAND COUNTY	County	\$58,008
NY	SCHENECTADY CITY	Municipal	\$137,268
NY	SCHENECTADY COUNTY	County	\$58,008
NY	SPRING VALLEY VILLAGE	Municipal	\$35,342
NY	SUFFOLK COUNTY	County	\$418,723
NY	SYRACUSE CITY	Municipal	\$274,366
NY	TROY CITY	Municipal	\$97,403
NY	UTICA CITY	Municipal	\$91,513
NY	WATERTOWN CITY	Municipal	\$39,782
NY	WESTCHESTER COUNTY	County	\$58,008
NY	YONKERS CITY	Municipal	\$230,744
	Local total		\$17,212,249

RESOLUTION NO. 182

AUTHORIZING AN AGREEMENT WITH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, BUREAU OF JUSTICE ASSISTANCE REGARDING THE CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into an agreement with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance in the amount of \$58,008 for the term commencing January 20, 2020 and ending January 19, 2022 regarding the Coronavirus Emergency Supplemental Funding Program, and

WHEREAS, The Sheriff indicated these funds will be utilized to prevent, prepare for, and respond to the coronavirus, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance regarding the Coronavirus Emergency Supplemental Funding Program funding in the amount of \$58,008 for the term commencing January 20, 2020 and ending January 19, 2022, and, be it further

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

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

March 17, 2020

Hon. Andrew Joyce, Chairman
Legislative Counsel's Office
112 State Street, Room 710
Albany, New York 12207

SMR

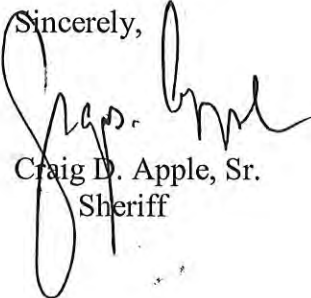
Dear Chairman Joyce:

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

Legislative approval is requested authorizing the acceptance of the bid results from RFB#2020-009 which would allow five vendors to be approved for the next vehicle maintenance contract. The vendors would be as follow: Dott's Garage, Destination Nissan, New Scotland Auto, RT. 85 Body Works and Lazzaro's Autobody.

The contract will be for 3 years, 1 year plus 2 additional 1 year renewals.

Should you have any questions, do not hesitate to contact me.

Sincerely,

Craig D. Apple, Sr.
Sheriff

CDA/kd

REQUEST FOR LEGISLATIVE ACTION

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

DATE : 3/16/2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: CRAIG D APPLE SR

TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:

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

AWARDING RECOMMENDATIONS FOR RFB # 2020-009- FULL SERVICE OIL CHANGES,
CAR REPAIRS/TUNE UPS, REBUILD/REPAIR TRANSMISSIONS AND AUTO BODY REPAIR/REBUILD
RFB ATTACHED

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO. _____

SOURCE OF FUNDS: _____

TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

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

SETTLEMENT OF A CLAIM _____

RELEASE OF LIABILITY _____

OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PER ATTACHED SPREADSHEETS **PARTY (NAME/ADDRESS):** _____

AMOUNT/RATE SCHEDULE/FEE: PER BID # 2020-009

TERM: 3 YEARS, TO BE RENEWED AT ONE YR INTERVALS
MUTUAL AGREEMENT

SCOPE OF SERVICES: FULL SERVICE LUBE/OIL FILTER CHANGES, CAR REPAIRS & TUNE UPS, REPAIR & REBUILD TRANSMISSIONS

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO _____
FUNDING SOURCE: _____
COUNTY BUDGET ACCOUNTS: A93110.44072
REVENUE: _____
APPROPRIATION: ALL ALBANY COUNTY DEPARTMENTS OPERATING COUNTY OWNED VEHICLES
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: _____

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL _____
STATE _____
COUNTY 100%
TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 16-357
DATE OF ADOPTION: 9/12/2016 (COPY ATTACHED)

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

PER RFB #2020-009 DEPARTMENT OF GENERAL SERVICES
SEE ATTACHED BID & TABULATION

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

RFB # 2020-009

RFB-2019-024 Full Service LOF Change, Car Repairs/Tune Ups, Transmission Repair Rebuild, Auto Body Repair/Refinish

As per bid specifications mileage and time will factored when determining total lowest cost to Albany County

	Dott's Garage	Destination	Nissan	New Scotland Auto	RT 85 Body Works	Lazaros Autobody
SECTION I: LOF Changes						
Cost Per Vehicle:						
Sedans	\$ 18.95	\$	29.95	\$	22.95	
SUVs	\$ 18.95	\$	29.95	\$	22.95	
Pick up Trucks	\$ 18.95	\$	29.95	\$	22.95	
Passenger Mini Vans	\$ 18.95	\$	29.95	\$	22.95	
Cargo Mini Vans	\$ 18.95	\$	29.95	\$	22.95	
Qt. of Oil	\$ 3.50	\$	2.55	\$	3.53	
Car wash at facility	\$ 5.00	NO		NO		
Air Filter Replacement	\$17.95-\$24.95	\$	29.95	\$10-\$25		
Wiper Blade Replacement	\$17-\$15	\$	29.95	\$10-32		
SECTION II: Repairs/Tune Ups						
Mechanic Labor Rate	\$ 52.00	\$	85.00	\$	65.95	
Parts Material List Price Discount	15%		18%		10%	
Towing Rates:	65 NA					
Maximum Mileage	7				5	
Cost				\$75.00		
Additional Miles				\$ 5.00		
LOF Change				22.95		
SECTION III: Transmissions						
Mechanic Labor Rate	\$		85.00	\$	65.95	
Parts Material List Price Discount			18%		10%	
Towing Rates:		NA				
Maximum Mileage					5	
Cost				\$75.00		
Additional Miles				\$ 5.00		
SECTION IV: Body Work						
Mechanic Labor Rate (Automotive)	\$		53.00		39.99	\$ 40.00
Mechanic Labor Rate (Heavy Truck)	\$		60.00		39.99	\$ 50.00
Mechanic Labor Rate (Frame Straightening)	\$		60.00		55.00	\$ 40.00
Parts Material List Price Discount			18%		10%	
Towing Rates:						
Maximum Mileage		NA			5	
Cost					75.00	Free
Additional Miles					5.00	
						4

ZONE A OIL CHANGE

VENDOR	ADDRESS	ZONE A MILEAGE	ZONE A MILEAGE COST	ZONE A TIME Minutes	ZONE A TIME COST	OIL	TOTAL COST
						CHANGE COST	
Full Service Oil Change Section I							
Dotts Garage	1177 Central Ave, Albany NY 12205	3.90	\$6.73	9.00	\$22.80	\$18.95	\$48.48
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	9.10	\$15.70	21.00	\$53.20	\$22.95	\$91.85
Destination Nissan	770 Central Ave, Albany NY 12206	2.50	\$4.31	7.00	\$17.73	\$29.95	\$52.00

ZONE A
Headquarters 16 Eagle Street

Primary
Secondary

ZONE A CAR REPAIRS

116

VENDOR	ADDRESS	ZONE A MILEAGE	ZONE A MILEAGE COST	ZONE A TIME	ZONE A TIME COST	Mechanical Labor Rate	TOTAL COST
Car Repairs/Tune Ups Section II							
Dotts Garage	1177 Central Ave, Albany NY 12205	3.90	\$6.73	9.00	\$22.80	\$52.00	\$81.53
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	9.10	\$15.70	21.00	\$53.20	\$65.95	\$134.85
Destination Nissan	770 Central Ave, Albany NY 12206	2.50	\$4.31	7.00	\$17.73	\$85.00	\$107.05

Primary

Secondary

ZONE A
Headquarters 16 Eagle Street

ZONE A TRANSMISSIONS

216

VENDOR	ADDRESS	ZONE A MILEAGE	ZONE A MILEAGE COST	ZONE A TIME	ZONE A TIME COST	Mechanica	TOTAL COST
						I Labor Rate	
Transmissions Section III							
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	9.10	\$15.70	21.00	\$35.60	\$65.95	\$117.24
Destination Nissan	770 Central Ave, Albany NY 12206	2.50	\$4.31	7.00	\$11.87	\$85.00	\$101.18

Secondary
Primary

ZONE A
Headquarters 16 Eagle Street

ZONE A AUTO BODY

316

VENDOR	ADDRESS	ZONE A MILEAGE	ZONE A MILEAGE COST	ZONE A TIME	ZONE A TIME COST	Mechanical Labor Rate (Automotive)	TOTAL COST
Body Repair Section IV							
Rt 85 Body Works and Collision Center	2460 New Scotland Road, Voorheesville NY 12189	11.6	\$20.01	24	\$60.80	\$44.99	\$125.80
Destination Nissan	770 Central Ave, Albany NY 12206	2.50	\$4.31	7.00	\$17.73	\$57.66	\$79.71
Lazaros Auto Body	60 Arch Street	8.30	\$14.32	12.00	\$30.40	\$43.33	\$88.05

Primary
Secondary

ZONE A
Headquarters 16 Eagle Street

VENDOR	ADDRESS	ZONE B MILEAGE	ZONE B MILEAGE COST	ZONE B TIME	ZONE B TIME COST	OIL CHANGE COST		TOTAL COST
Full Service Oil Change Section I								
Dotts Garage	1177 Central Ave, Albany NY 12205	13.70	\$22.19	25.00	\$63.33	\$18.95		\$104.48
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	6.20	\$10.04	11.00	\$27.87	\$22.95		\$60.86
Destination Nissan	770 Central Ave, Albany NY 12206	13.60	\$22.03	24.00	\$60.80	\$29.95		\$112.78

Secondary
Primary

ZONE B: Clarksville: 58 Verda Ave

ZONE B CAR REPAIRS

916

VENDOR	ADDRESS	ZONE B MILEAGE	ZONE B MILEAGE COST	ZONE B TIME	ZONE B TIME COST	Mechanical	TOTAL COST
						Labor Rate	
Car Repairs/Tune Ups Section II							
Dotts Garage	1177 Central Ave, Albany NY 12205	13.70	\$22.19	25.00	\$63.33	\$52.00	\$137.53
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	6.20	\$10.04	11.00	\$27.87	\$65.95	\$103.86
Destination Nissan	770 Central Ave, Albany NY 12206	13.60	\$22.03	24.00	\$60.80	\$85.00	\$167.83

Secondary
Primary

ZONE B: Clarksville: 58 Verda Ave

ZONE B TRANSMISSIONS

916

VENDOR	ADDRESS	ZONE B MILEAGE	ZONE B MILEAGE COST	ZONE B TIME	ZONE B TIME COST	Mechanical	TOTAL COST
						Labor Rate	
Transmissions Section III							
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	6.20	\$10.70	11.00	\$27.87	\$65.95	\$104.51
Destination Nissan	770 Central Ave, Albany NY 12206	13.60	\$23.46	24.00	\$60.80	\$85.00	\$169.26

Primary
Secondary

ZONE B: Clarksville: 58 Verda Ave

VENDOR	ADDRESS	ZONE B MILEAGE	ZONE B MILEAGE COST	ZONE B TIME	ZONE B TIME COST	Mechanical Labor Rate (Automotive)	TOTAL COST
Auto Body Repair Section IV							
Rt 85 Body Works and Collision Center	2460 New Scotland Road, Voorheesville NY 12189	6.80	\$11.73	11.00	\$27.87	\$44.99	\$84.59
Destination Nissan	770 Central Ave, Albany NY 12206	13.60	\$23.46	24.00	\$60.80	\$57.66	\$141.92
Lazaros Autobody	60 Arch Street Green Island	21.50	\$37.09	29.00	\$73.47	\$43.33	\$153.88

ZONE B: Clarksville: 58 Verda Ave

Primary
Secondary

ZONE C OIL CHANGE

VENDOR	ADDRESS	ZONE C MILEAGE	ZONE C MILEAGE COST	ZONE C TIME Minutes	ZONE C TIME COST	OIL CHANGE COST	TOTAL COST
Full Service Oil Change Section I							
Dotts Garage	1177 Central Ave, Albany NY 12205	5.10	\$8.80	11.00	\$27.87	\$18.95	\$55.61
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	11.70	\$20.18	22.00	\$55.73	\$22.95	\$98.87
Destination Nissan	770 Central Ave, Albany NY 12206	6.60	\$11.39	13.00	\$32.93	\$29.95	\$74.27

Primary

Secondary

ZONE C: Airport and ACCF

ZONE C CAR REPAIRS

616

VENDOR	ADDRESS	ZONE C MILEAGE	ZONE C MILEAGE COST	ZONE C TIME	ZONE C TIME COST	Mechanical Labor Rate	TOTAL COST
Car Repairs/Tune Ups Section II							
Dotts Garage	1177 Central Ave, Albany NY 12205	5.10	\$8.80	11.00	\$27.87	\$52.00	\$88.66
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	11.70	\$20.18	22.00	\$55.73	\$65.95	\$141.87
Destination Nissan	770 Central Ave, Albany NY 12206	6.60	\$11.39	13.00	\$32.93	\$85.00	\$129.32

ZONE C: Airport and ACCF

Primary

Secondary

ZONE C TRANMISSIONS

026

VENDOR	ADDRESS	ZONE C MILEAGE	ZONE C MILEAGE COST	ZONE C TIME	ZONE C TIME COST	Mechanic all Labor Rate	TOTAL COST
Transmissions Section III							
New Scotland Auto	1958 New Scotland Road, Slingerlands NY 12159	11.70	\$20.18	22.00	\$37.29	\$65.95	\$123.42
Destination Nissan	770 Central Ave, Albany NY 12206	6.60	\$11.39	13.00	\$22.04	\$85.00	\$118.42

Secondary
Primary

ZONE C: Airport and ACCF

ZONE C AUTO BODY

126

VENDOR	ADDRESS	ZONE C MILEAGE	ZONE C MILEAGE COST	ZONE C TIME	ZONE C TIME COST	Mechanical Labor Rate (Automotive)	TOTAL COST
Body Repair Section IV							
Rt 85 Body Works and Collision Center	2460 New Scotland Road, Voorheesville NY 12189	14	\$24.15	25	\$63.33	\$44.99	\$132.47
Destination Nissan	770 Central Ave, Albany NY 12206	6.60	\$11.39	13	\$32.93	\$57.66	\$101.98
Lazaros Autobody	60 Arch Street Green Island NY	9.40	\$16.22	16.00	\$40.53	\$43.33	\$100.08

ZONE C: Airport and ACCF

Secondary
Primary

9/12

RESOLUTION NO. 357

AUTHORIZING AGREEMENTS REGARDING VEHICLE MAINTENANCE AND REPAIRS FOR COUNTY DEPARTMENTS OPERATING COUNTY-OWNED VEHICLES

Introduced: 9/12/16
By Public Works Committee:

WHEREAS, In cooperation with the County Purchasing Department, the Sheriff's Department issued a Request for Bids (RFB) regarding vehicle maintenance and repairs for County Departments operating County-owned vehicles, and

WHEREAS, After a thorough review of the RFB responses, the Sheriff's Department has recommended that the County enter into three-year agreements with five vendors for full service lube, oil, filter changes, car repairs, tune-ups, repair and rebuild transmissions, and auto body repair/refinish for County Departments operating County-owned vehicles, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into one-year agreements renewable for two consecutive one-year renewals with the following vendors regarding vehicle maintenance and repairs for County Departments operating County-owned vehicles at rates established and in accordance with the responses to the aforementioned RFB:

Zone A

Zone B

Zone C

(1)	Dott's Garage 1177 Central Avenue Albany, NY 12205	Dott's Garage 1177 Central Avenue Albany, NY 12205	Dott's Garage 1177 Central Avenue Albany, NY 12205
(2)	Destination Nissan 770 Central Avenue Albany, NY 12206	Destination Nissan 770 Central Avenue Albany, NY 12206	Destination Nissan 770 Central Avenue Albany, NY 12206
(3)	New Scotland Auto 1958 New Scotland Road Slingerlands, NY 12159	(4) Route 85 Body Works 2460 New Scotland Road Voorheesville, NY 12189	Route 85 Body Works 2460 New Scotland Road Voorheesville, NY 12189
(5)	Quality Transmission 403 3 rd Avenue Watervliet, NY 12189	New Scotland Auto 1958 New Scotland Road Slingerlands, NY 12159	Quality Transmission 403 3 rd Avenue Watervliet, NY 12189

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements 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. 9/12/16

RESOLUTION NO. 183

AUTHORIZING AGREEMENTS REGARDING VEHICLE MAINTENANCE AND REPAIRS FOR COUNTY-OWNED VEHICLES

Introduced: 5/11/20
By Audit and Finance Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into one-year agreements with two consecutive one-year options to renew, with Dott's Garage, Destination Nissan, Lazzaro's Autobody, Inc., New Scotland Auto, and Route 85 Body Works, and

WHEREAS, In cooperation with the County Purchasing Department, the Sheriff's Office issued a Request for Bids (RFB) regarding vehicle maintenance and repairs, and

WHEREAS, After a thorough review of the RFB responses, the Sheriff's Office has recommended that the County enter into agreements with five vendors for full service lube, oil, filter changes, car repairs, tune-ups, repair and rebuild transmissions, and auto body repair/refinish for County-owned vehicles, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the following vendors regarding vehicle maintenance and repairs for County-owned vehicles for a term commencing May 1, 2020 and ending April 30, 2021, with two one-year options to renew, at rates established and in accordance with the responses to the aforementioned RFB:

<u>Zone A</u>	<u>Zone B</u>	<u>Zone C</u>
Destination Nissan 770 Central Avenue Albany, NY 12206	Destination Nissan 770 Central Avenue Albany, NY 12206	Destination Nissan 770 Central Avenue Albany, NY 12206
Dott's Garage 1177 Central Avenue Albany, NY 12205	Dott's Garage 1177 Central Avenue Albany, NY 12205	Dott's Garage 1177 Central Avenue Albany, NY 12205
Lazzaro's Autobody, Inc 60 Arch Street Green Island, NY 12183	New Scotland Auto 1958 New Scotland Road Slingerlands, NY 12159	Lazzaro's Autobody, Inc 60 Arch Street Green Island, NY 12183
New Scotland Auto 1958 New Scotland Road Slingerlands, NY 12159	Route 85 Body Works 2460 New Scotland Road Voorheesville, NY 12189	New Scotland Auto 1958 New Scotland Road Slingerlands, NY 12159

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements 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.



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

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

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

LEON A. BORMANN
CHIEF DEPUTY

April 13, 2020

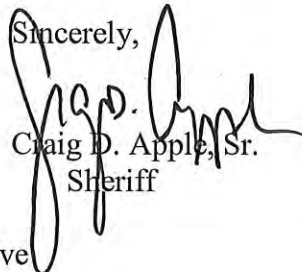
Honorable Andrew Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Andrew
Dear Mr. Joyce:

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

Legislative approval is required in order to amend Resolution #33 which was adopted on 2/10/2020 due to a clerical error when the Resolution was written. We cannot move forward with the EMT contract for the Town of Rensselaerville until the error is corrected.

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

Sincerely,

Craig D. Apple, Sr.
Sheriff

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

REQUEST FOR LEGISLATIVE ACTION

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

DATE : APRIL 10, 2020

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D. APPLE SR
 TELEPHONE: 487-5438
 DEPT. REPRESENTATIVE ATTENDING
 COMMITTEE MEETING: _____

PURPOSE OF REQUEST:

- ADOPTION OF LOCAL LAW _____
- AMENDMENT OF PRIOR LEGISLATION X
- APPROVAL/ADOPTION OF PLAN/PROCEDURE _____
- BOND APPROVAL _____
- BUDGET AMENDMENT(SEE BELOW) _____
- 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. _____
 SOURCE OF FUNDS: _____
 TITLE CHANGE: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

- CHANGE ORDER/CONTRACT AMENDMENT _____
- PURCHASE (EQUIPMENT/ SUPPLIES) _____
- LEASE (EQUIPMENT/SUPPLIES) _____
- REQUIREMENTS _____
- PROFESSIONAL SERVICES _____
- EDUCATIONAL/TRAINING _____
- GRANT: NEW _____
- RENEWAL _____
- SUBMISSION DEADLINE DATE _____
- SETTLEMENT OF A CLAIM _____
- RELEASE OF LIABILITY _____
- OTHER: (STATE BRIEFLY) _____

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

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

AMOUNT/RATE SCHEDULE/FEE:

TERM:

SCOPE OF SERVICES: _____

CONTRACT FUNDING:

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

CONCERNING ALL REQUESTS:

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

FISCAL IMPACT - FUNDING: _____ (DOLLARS OR PERCENTAGES)

FEDERAL _____
STATE _____
COUNTY _____ **100%**
TERM/LENGTH OF FUNDING _____

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 33 OF 2020 (COPY ATTACHED)
DATE OF ADOPTION: 2/10/2020

JUSTIFICATION: _____ (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THE ALBANY COUNTY SHERIFF'S OFFICE RESPECTFULLY REQUESTS LEGISLATIVE APPROVAL TO AMEND PRIOR RESOLUTION 33, ADOPTED ON 2/10/20.
THERE WAS A CLERICAL ERROR SHOWING THE TOWN OF RENSSELAERVILLE'S AMOUNT DUE TO BE \$53,935.65, WHEN IN FACT THEIR CORRECT AMOUNT DUE IN 2020 WILL BE \$60,000.00 THIS IS ERROR IS HOLDING UP OUR 2020 EMT CONTRACT WITH THEM.

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

SEE ATTACHED LETTER

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF

6mT

RESOLUTION NO. 33

AUTHORIZING AGREEMENTS WITH PARTICIPATING MUNICIPALITIES REGARDING EMERGENCY MEDICAL TECHNICIAN SERVICES

Introduced: 2/10/20
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to enter into agreements with the Towns of Berne, New Scotland, Rensselaerville, Westerlo and the Delmar/Bethlehem Volunteer Ambulance Service to provide Emergency Medical Technician-Defibrillation (EMT-D) through the County's Emergency Medical Services Program, and

WHEREAS, The Sheriff has evaluated the proposed services to be rendered for the period January 1, 2020 to December 31, 2020 and has determined that the amounts due from each town shall be as follows:

Town of Berne	\$ 82,075.99	
Town of New Scotland	\$ 234,502.84	
Town of Rensselaerville	\$ 53,935.65	should be ↓ 60,000
Town of Westerlo	\$ 98,491.19	
Delmar/Bethlehem Volunteer Ambulance Service	\$ 620,416.33	

now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements with the aforementioned towns and the Delmar/Bethlehem Volunteer Ambulance Service to provide EMT-D through the County's Emergency Medical Services Program for the period from January 1, 2020 to December 31, 2020 in the amounts listed above, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreements 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 Municipal and County Officials.

Adopted by unanimous vote - 2/10/20

**EMT 2020 Proposed
14.02%**

ACCOUNT TITLE	ACCOUNT NUMBER	TOTAL	# OF HOURS	
EMT FULL TIME	A93110.1.3145.001	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.002	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.003	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.004	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.005	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.006	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.007	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.008	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.009	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.010	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.011	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.012	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.013	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.014	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.015	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.016	28,321.00	1872	
EMT FULL TIME	A93110.1.3145.017		0	
EMT FULL TIME	A93110.1.3145.018		0	
EMT FULL TIME	A93110.1.3145.019		0	
EMT PART TIME	A93110.1.9944.000	134,948.00	10708	
OVERTIME	A93110.19900	53,584.52		
FRINGE BENEFITS - FULL TIME		330,162.91		
FRINGE BENEFITS - OVERTIME		8,296.48		
FRINGE BENEFITS - PART TIME		24,166.64		
SECRETARY & FRINGE - (30%)	A93110.1.6402.001	25,132.90		
ADMINISTRATION COSTS	OVERHEAD SHEET	17,994.56		
TOTAL SALARY		1,047,422.01		
OFFICE SUPPLIES	A93110.4.4020	500.00		
UNIFORMS	A93110.4.4201	15,000.00		
CONFERENCES, TRAINING, ETC	A93110.4.4039	1,500.00		
POSTAGE	A93110.4.4035	500.00		
TELEPHONE(PAGER&OVERHEAD)	A93110.4.4036	1,000.00		
		18,500.00		
Total		1,065,922.01		
			HOURS	
T/O NEW SCOTLAND HILLTOWNS		234,502.84	8,760	22%
DELMAR BETHLEHEM VOLUNTEER AMBULANCE		234,502.84	8,760	22%
		620,416.33	23,140	56%
		1,089,422.01		

		Actual Responsibility	2020 Agreed Charge
RENSELAERVILLE	1843 (23.0%)	53,935.65	60,000.00
BERNE	2794 (35.0%)	82,075.99	61,556.99
WESTERLO	3361 (42.0%)	98,491.19	98,491.19
	7998	234,502.84	220,048.18
Charge Amb.		14,454.66	

RESOLUTION NO. 184

AMENDING RESOLUTION NO. 33 FOR 2020 REGARDING EMERGENCY MEDICAL TECHNICIAN SERVICES

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, By Resolution 33 for 2020, this Honorable Body authorized agreements with various providers regarding Emergency Medical Technician-Defibrillation services through the County's Emergency Medical Services Program, and

WHEREAS, The Albany County Sheriff has indicated that an amendment is necessary to move forward with program, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution 33 for 2020 is hereby amended to reflect an amount due from the Town of Rensselaerville to be \$60,000 rather than \$53,935.65, and, be it further

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



DANIEL P.
McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
CRIME VICTIM AND SEXUAL VIOLENCE
CENTER

KAREN ZIEGLER
DIRECTOR

112 STATE STREET, ROOM 1010
ALBANY, NEW YORK 12207-2077
(518) 447-7100 FAX: (518) 447-7102

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

April 8, 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 (CVSVC) to apply to the New York Society for the Prevention of Cruelty to Children for funding for a new project. The *Children First* Initiative, a partnership between The New York Society for the Prevention of Cruelty to Children (NYSPCC) and the Athlete Assistance Fund (AAF), seeks to prevent child sexual abuse in the sport of gymnastics. This pilot project will connect CVSVC with gymnastics clubs across the Capital Region to provide training and education on child sexual abuse prevention and serve as local child protection experts to gymnastics clubs staff. CVSVC will receive free training and technical assistance on a child sexual abuse prevention curriculum. The funding is based on the number of trainings provided to the clubs and is capped at \$10,000.

With this new project, we are looking to create a Community Education Coordinator as this community education and mobilization has become a substantial amount of our work and our funding. We are looking to convert the Prevention Educator funding line to the new Coordinator position. We believe this funding will continue and we will have the opportunity to charge other sports clubs for this specialized training in the future.

The deadline for the application is March 18, 2020 and the award was made shortly thereafter. Given the very tight turnaround, I am requesting to be able to accept the award.

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 Zilgme, Minority Counsel



Legislation Text

File #: TMP-1595, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Application for Grant funding between CVSVC and the NYSPCC

Date: March 9, 2020
Submitted By: Karen Ziegler
Department: CVSVC
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

File #: TMP-1595, **Version:** 1

- Personnel Non-Individual
 Revenue

Increase Account/Line No.: A4610 44046
Source of Funds: NYSPCC
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

New

Submission Date Deadline 3/18/2020

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

Contract Terms/Conditions:

Party (Name/address): New York Society for the Prevention of Cruelty to Children
161 William Street - 9th Floor
New York, NY 10038

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

Amount/Raise Schedule/Fee: 10,000
Scope of Services: CVSVC will connect with gymnastics clubs across the Capital Region to provide training and education on child sexual abuse prevention and serve as local child protection experts to gymnastics clubs staff.

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

CONCERNING ALL REQUESTS

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

933

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

County Budget Accounts:

Revenue Account and Line: A4610 03495
Revenue Amount: 10,000
Appropriation Account and Line: A4610 44046
Appropriation Amount: 10,000

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 5/15/2020 - 7/31/2021
Length of Contract: 15 months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 93
Date of Adoption: 3/14/16

Justification: (state briefly why legislative action is requested)

This pilot project will connect CVSVC with gymnastics clubs across the Capital Region to provide training and education on child sexual abuse prevention and serve as local child protection experts to gymnastics clubs staff. CVSVC will receive free training and technical assistance on a child sexual abuse prevention curriculum. The funding is based on the number of trainings provided to the clubs and is capped at \$10,000.

With this new project, we are looking to create a Community Education Coordinator as this community education and mobilization has become a substantial amount of our work and our funding. We are looking to convert the Prevention Educator funding line to the new Coordinator position. We believe this funding will continue and we will have the opportunity to charge other sports clubs for this specialized training in the future.

The deadline for the application is March 18, 2020 and the award was made shortly thereafter. Given the very tight turnaround, I am requesting to be able to accept the award.

NY

SPCC

THE NEW YORK
SOCIETY
FOR THE PREVENTION
OF CRUELTY
TO CHILDREN



Athletes are Children First:

A Pilot Project for Keeping Children Safe in the Sport of Gymnastics

A Request for Proposals from New York State Child Advocacy Centers and Child Welfare Agencies

Mary L. Pulido, Ph.D.
Executive Director
(212) 233-5500 ext. 225
mpulido@nyspcc.org
161 William Street, 9th Floor
New York, NY 10038

**ATHLETES ARE CHILDREN FIRST:
A PILOT PROJECT FOR KEEPING CHILDREN SAFE IN THE SPORT OF GYMNASTICS**

**A Request for Proposals from New York State Child Advocacy Centers
and Child Welfare Agencies**

Application Deadline: 5pm ET on Friday, February 28, 2020

Applicants are encouraged to print a copy of this funding guideline, fully review it and use it to assist them in the completion of their applications. Applicants will be permitted to submit questions about this Request for Proposals (RFP) for two weeks after the RFP announcement on Monday, January 6, 2020. Questions can be sent by email to childrenfirst@nyspcc.org. All questions will be due by Thursday, January 16, 2020. The NYSPCC will create and send out an addendum to this RFP with answers to the most frequently asked questions.

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Basic Funding Announcement Guidelines

Funding Announcement Title: **Athletes are *Children First*: A Pilot Project for Keeping Children Safe in the Sport Of Gymnastics**

Submission Requirements for Applications:

- **Scoring** – All completed applications will be competitively reviewed and scored. Applications will be scored on the basis of the applicant’s adherence to the Funding Announcement Guidelines and timely submission.
- **Due Date** – Please submit all applications through email or mail no later than **5pm ET on Friday, February 28, 2020**.
- **Contact** – Questions and applications can be submitted via email to childrenfirst@nyspcc.org or mailed to:

Attention: Jessica Trudeau
Assistant Director of the Training Institute

The New York Society for the Prevention of Cruelty to Children
161 Williams Street, 9th Floor
New York, NY 10038

Background

The Larry Nassar sexual abuse scandal sent shock waves through the sports community and the United States. Following the scandal, the Protecting Young Victims of Sexual Abuse and Safe Sport Authorization Act of 2017 was passed. This Act designated adults associated with an Olympic governing body or amateur sports organization as mandated reporters who are required to report allegations of child abuse, including sexual abuse, within 24 hours to local authorities and the U.S. Center for SafeSport. It also requires that sports organizations offer and provide consistent training to adult staff and volunteers who are in contact with minor athletes, as well as the athletes themselves.

The Athlete Assistance Fund (AAF) has sought ways to provide guidance and support for gymnastics clubs on how to implement these policies and procedures to meet best practice child safety standards. AAF, an independent, not-for-profit, is dedicated to making the sport of gymnastics safer through prevention education and providing counseling services for current or former gymnasts who have suffered sexual abuse within the sport. Over the last year, AAF partnered with The New York Society for the Prevention of Cruelty to Children (NYSPCC) to gather crucial information to better understand the complexities and risk of sexual abuse in gymnastics. The NYSPCC is the first child protection agency in the world and a leading organization in the prevention of child sexual abuse. The NYSPCC has met with many stakeholders in the sport of gymnastics who expressed that they did not feel prepared to implement the new policies and procedures due to their lack of experience with the complexities of the subject. They believe a local expert who could provide training and advice would be beneficial if an incident occurred.

Based on these findings, AAF and The NYSPCC developed a pilot project for New York State that would inform a nation-wide child sexual abuse prevention model, the *Children First* Initiative. This initiative will enlist Child Advocacy Centers and child welfare agencies who are uniquely positioned as experts on child abuse and protection to support gymnastics clubs in their efforts to protect gymnasts from abuse. This initiative will utilize child sexual abuse prevention trainings for gymnastics club staff developed by The NYSPCC specific to the sport. The trainings were developed with input from club owners, coaches and staff and further refined through feedback from trainings conducted at two gymnastics regional congresses and one national congress in 2019.

RFP Overview

This Request for Proposals (RFP) to Child Advocacy Centers and child welfare agencies across New York State will select five agencies to connect with, educate and provide ongoing support to gymnastics clubs in their communities. Each participating agency will receive free training and technical assistance from The NYSPCC. Two to three staff from each agency will become trained as NYSPCC-certified Child Sexual Abuse Prevention Trainers using The NYSPCC's training curriculum, *Child Sexual Abuse Prevention Education for Club Owners, Coaches and Staff*, and *Facilitator's Guide*, as well as The NYSPCC/AAF *Safe Gym Handbook* outlining best practice policies for gymnastics clubs. These agencies will be funded for one year to provide training to gymnastics club staff and support clubs in implementing best practices in child protection. The NYSPCC will oversee the RFP process and the pilot project implementation.

Keeping children safe is a community responsibility. Through this connection, gymnastics clubs can provide the needed education and training to their staff and access local, ongoing child protection support and resources. Participating child welfare agencies will establish a new funding stream and the ability to promote their work in the community. Participating agencies will also serve as a key player in eradicating child sexual abuse in the sport of gymnastics. This project will inform the feasibility and process of scaling this child sexual abuse prevention model in gymnastics clubs nationally and position the sport to serve as a role model on best practices for education and prevention of child sexual abuse in all fields of sport.

Funding Availability

The NYSPCC will select five Child Advocacy Centers or child welfare agencies situated geographically throughout New York State. Participating agencies may earn up to \$10,000 for completing trainings (\$300 per training) at gymnastics clubs over a 12-month period. AAF will fully fund this pilot project and trainings will be offered to gymnastics clubs free of charge. The contract period is July 1, 2020 to June 30, 2021.

Successful applicants will collaborate and work in partnership with The NYSPCC to implement the pilot project. Awards will include funding for travel to a mandatory one-day, in-person launch training at The NYSPCC offices in New York City on Friday, May 15, 2020. Participating agencies will be reimbursed for travel costs to this training based on government per diem rates.

Project Dates

The RFP announcement will be made on Monday, January 6, 2020. Interested applicants can submit questions about the RFP via email until Thursday, January 16, 2020. Completed applications from Child Advocacy Centers and child welfare agencies will be due by 5pm ET on Friday, February 28, 2020. Successful applicants will be notified of their awards by March 15, 2020. Participating agencies will be required to attend a mandatory one-day, in-person launch training at The NYSPCC offices in New York City on Friday, May 15, 2020. The start of the 12-month period where agencies will facilitate trainings at gymnastics clubs will begin July 1, 2020.

Please see the Pilot Project Descriptions and Activities and Implementation sections for more details on the proposed pilot timelines.

Eligible Applicants

Applicants must be an NCA-accredited Child Advocacy Center or child welfare agency approved as a provider of New York State's child abuse mandated reporter training or with similar experience. Participation in the pilot project of the *Children First* Initiative will be limited to agencies that are able to provide trainings and support to gymnastics clubs in the following geographic regions in New York State:

1. Western NY and West Finger Lakes
2. East Finger Lakes, Central NY and Southern Tier

3. Capitol District
4. Mid-Hudson
5. Long Island

The NYSPCC will provide trainings and support for gymnastics clubs in the New York City metro area.

Project Goals, Objectives and Anticipated Impact

The overall goal of the pilot project is to prevent child sexual abuse in the sport of gymnastics and keep gymnasts safe. This will be accomplished by connecting state and local child protection experts with gymnastics clubs to educate club staff on child sexual abuse prevention and reporting and provide ongoing support and resources. The NYSPCC will provide training and technical assistance to participating agencies, monitor the quality and fidelity of project activities and evaluate the project's impact. This pilot project has the potential for reaching hundreds of gymnastics club staff with in-person trainings in New York State.

Pilot Project Description and Activities

Through this collaborative agreement, The NYSPCC will work with each participating agency to accomplish the steps outlined below over the course of the project.

1) Launch Training

Participating agencies will select two to three staff to become NYSPCC-certified Child Sexual Abuse Prevention Trainers. The selected staff will be required to attend a one-day, in-person launch training at The NYSPCC offices in New York City on Friday, May 15, 2020. At this launch training, participating agency staff will be trained on and receive The NYSPCC's training curriculum, *Child Sexual Abuse Prevention Curriculum for Club Owners, Coaches and Staff*, the *Facilitator's Guide* and The NYSPCC/AAF *Safe Gym Handbook*.

- *Child Sexual Abuse Prevention Education for Club Owners, Coaches and Staff*
This 90-minute, in-person, interactive training will dispel myths and deliver general preventive education about child sexual abuse. Club owners, coaches and staff will receive the tools and knowledge they need to keep the gymnasts entrusted in their care safe and their clubs and employees safeguarded. Topics specific to child sexual abuse in sport will be discussed, including: appropriate gymnast-coach boundaries; recognizing signs and symptoms of child sexual abuse; and why gymnasts may be at increased risk for experiencing abuse. Creating a gym culture to promote child wellbeing and the use of developmentally appropriate coaching techniques will be covered.
- *Facilitator's Guide*
This guide will support staff from participating agencies to facilitate The NYSPCC's *Child Sexual Abuse Prevention Education for Club Owners, Coaches and Staff* within

gymnastics clubs. The guide will include: an overview of child sexual abuse; logistics of training delivery; facilitator tips; presentation slides and speaker notes.

- *Safe Gym Handbook*

This comprehensive, user-friendly handbook supports club owners and coaches to implement effective prevention policies and reporting practices in their clubs. It covers requirements of the federal law, the U.S. Center for SafeSport and USA Gymnastics, along with child welfare and safety best practices. The handbook provides recommendations on issues such as: hiring and supervising staff; creating safe physical environments; developing safety policies; educating and training staff, gymnasts and parents; and implementing reporting practices.

Additional topics covered at the May 15, 2020 launch training will include:

- Background of the pilot project
- How to conduct outreach and promote the trainings to gymnastics clubs
- Expectations of participating agencies regarding project compliance
- How to track and report data, and invoice AAF for trainings and travel reimbursements

Upon completion of the launch training, participating agencies will submit invoices and documentation to The NYSPCC who will confirm attendance and forward invoices to AAF for reimbursement. AAF will send reimbursement checks directly to each agency.

2) **Outreach and Promotion**

Participating agencies will be provided with a list of gymnastics clubs and contact information in their region, as well as customized promotional materials (e.g. introductory letter and flyer) to support publicizing the pilot project to gymnastics clubs. Participating agencies will be responsible for conducting outreach to every gymnastics club in their region to develop relationships with and promote the trainings. Gymnastics clubs will also receive promotional material from The NYSPCC and AAF through direct outreach and at the New York State Championships in spring 2020, and the USA Gymnastics National Championships and Olympic Trials in June 2020.

3) **Facilitate Trainings and Training Follow-Up**

Participating agencies will travel to and facilitate trainings in gymnastics clubs from July 1, 2020 through June 30, 2021. Although the number of gymnastics clubs vary by geographic region, there are an average of 20 clubs per region. Evening and weekend hours may be required to accommodate gymnastic club's schedules. Agencies will receive \$300 for each completed training, up to \$10,000, after submission of required documentation and invoicing.

Agencies will participate in follow-up phone calls with The NYSPCC staff after completing the first three trainings to answer questions, trouble-shoot any issues and reinforce key training

concepts. The NYSPCC will provide monthly highlight emails, occasional webinars or conference calls, and additional technical assistance as needed.

4) Data Collection and Invoicing

Participating agencies will be responsible for collecting and submitting data and paperwork to The NYSPCC on a monthly basis (due on the 10th of each month).

Agencies must submit the following data for each training completed:

- Date of training
- Gymnastics club name and location
- Club owner name and contact information
- Number of attendees (% of total club staff)
- Completed fidelity form
- Completed attendee satisfaction surveys
- Invoice (\$300 per training)

The NYSPCC will provide each agency with the needed data collection tools and invoice template. The NYSPCC will ensure required documentation is submitted by the participating agencies and then forward the invoices to AAF. AAF will then distribute the funds directly to the agencies each month.

5) Final Evaluation

Participating agencies will complete a final project assessment and phone call with The NYSPCC staff in July 2021 to discuss barriers and successes to implementation and the impact of the project. The NYSPCC will also conduct assessments and phone calls with participating gymnastics club owners.

At the conclusion of the pilot project, The NYSPCC will analyze the data provided by each participating agency and gymnastics club and complete a comprehensive report on the feasibility, process and effectiveness of rolling out this pilot project in New York State. This report will make recommendations for how to scale this model nationally.

Implementation

The implementation schedule of the pilot project components is depicted in the table below.

DATE	PILOT PROJECT COMPONENTS
January 6, 2020	The NYSPCC releases the RFP; question period begins
January 16, 2020	Question period ends; addendum distributed
February 28, 2020	Application deadline
March 15, 2020	Selected applicants notified
May 15, 2020	Launch training at The NYSPCC in New York City

July 1, 2020 – June 30, 2021	Participating agencies: <ul style="list-style-type: none"> • Conduct outreach and promotion of trainings to gymnastics clubs • Facilitate trainings at gymnastics clubs • Submit paperwork and invoices monthly • Paid monthly by AAF
July, 2021	Final assessment and phone call

Research and Evaluation

The overall success of the pilot project will be evaluated through data and feedback received from participating agencies and gymnastics clubs to assess the interest, satisfaction, feasibility and impact of this model. The NYSPCC will provide the participating agencies with the following data collection forms:

- **Training Attendance Form:** record training date, gymnastics club name and location, club owner name and contact information, attendee names and titles, and percentage of total club staff who attended each training
- **Fidelity Form:** record fidelity to training model
- **Participant Satisfaction Survey:** record training participant satisfaction with training

The NYSPCC will also conduct follow-up assessments and phone calls with participating agencies and gymnastics clubs at the end of the project.

Application and Scoring

The NYSPCC will use the following criteria in its determination of which five agencies should receive the awards. Only completed applications will be reviewed.

1. Applicant Overview (Maximum 12 Points)

Applicants must provide the following information:

- Provide an overview of the agency, including the number of staff. Share if the agency is an NCA-accredited Child Advocacy Center, or a child welfare agency that is approved as a provider of New York State’s child abuse mandated reporter training or with similar experience.
- Describe the community served, including the geographic area and reach.
- Provide an overview of what services or programming is currently provided for children and youth at the agency, including child sexual abuse prevention programming, if any.
- Describe trainings the agency has conducted in the community, including topics and audiences.

- Describe the agency’s willingness to partner with The NYSPCC and gymnastics clubs in their community on this pilot project and describe similar partnerships the agency has collaborated on.
- Describe the agency’s commitment to helping eradicate child sexual abuse in the sport of gymnastics.

2. Applicant Readiness (Maximum 33 Points)

Applicants must provide the following information:

- Describe the capacity of the agency in terms of staffing and ability to assign two to three staff to work part-time on this project. (Please note that staff hours will vary depending on the geographic region, the number of staff assigned and the number of trainings conducted. Agencies can expect to spend an average of 60-80 total hours of staff time over the course of the 12 month period.)
- Attach the resumes and provide brief bios of the project staff and their experience related to the role (e.g. training facilitation experience, knowledge of child sexual abuse prevention, child abuse and neglect, trauma, child development, etc.).
- Describe the agency’s capacity and willingness to complete the project activities. Provide a plan that includes:
 - Attending the in-person, launch training
 - Conducting outreach and promotion to gymnastics clubs
 - Traveling to and facilitating the trainings at gymnastics clubs in their region
 - Collecting data and submitting monthly paperwork
 - Participating in technical assistance, fidelity monitoring and final evaluation
- Provide a contingency plan to complete the project activities if project staffs’ responsibilities shift or there is staff turnover.
- Describe the agency’s financial ability to cover costs upfront and send monthly invoices for reimbursement.
- Describe how the agency anticipates continuing to engage with local gymnastics clubs in their community after the pilot project ends.

Budget and Funding Narrative

No budget needed as the funds will be provided by AAF after completion of the project activities.

Performance Measures

Successful applicants are **required** to submit paperwork for completed trainings, including attendance, participant satisfaction surveys, fidelity forms and invoices monthly to The NYSPCC. Successful applicants will be **required** to conduct trainings at 80% of the gymnastics clubs in their region over the 12-month period with the expectation that outreach will be conducted to 100% of the gymnastics clubs

in their region (average of 20 gymnastics clubs per region). It is anticipated that gymnastics clubs will welcome this free training and resource.

Other Administrative Requirements

Disbursement of Funds

Participating agencies will submit monthly invoices to The NYSPCC for completed trainings along with paperwork documenting their occurrence. The NYSPCC will verify that the trainings occurred and that all paperwork has been submitted and then forward the invoices to AAF who will distribute the funds directly to each agency.

Mailing Information

The completed application must be sent to childrenfirst@nyspcc.org no later than **5pm on Friday, February 28, 2020**. Applications can also be mailed to:

Attention: Jessica Trudeau
Assistant Director of the Training Institute

The New York Society for the Prevention of Cruelty to Children
161 Williams Street, 9th Floor
New York, NY 10038

March 23, 2020

Karen Ziegler
Director
The Albany County Crime Victim and Sexual Violence Center
112 State Street, Room 1010
Albany, NY 12207

Dear Ms. Ziegler:

Congratulations! We are pleased to inform you that The New York Society for the Prevention of Cruelty to Children (NYSPCC) has reviewed your RFP application and has chosen The Albany County Crime Victim and Sexual Violence Center to be a part of the *Children First* Initiative New York State pilot project.

We look forward to having your staff attend our one-day Launch Training in New York City. The date for the training has been changed due to a scheduling conflict. It will now be held on **Thursday, May 14, 2020, from 9am to 5pm**. Please let us know ASAP if you anticipate any conflicts with this change. The location of the training is at The NYSPCC, 161 William Street, 9th Floor, New York, NY 10038.

Please send the names and contact information of the staff who will be attending the training. We will be sending out more information on logistics and next steps in the coming weeks.

We are thrilled to have you as a partner on this project and look forward to working together! If you have any questions, please feel free to contact Annie Costello, Director of The NYSPCC's Training Institute at 212.233.5500 ext. 223.

Warm regards,



Mary L. Pulido, Ph.D.
Executive Director

APPROPRIATIONS						
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	ANNUAL
AA 4610 1 2239 450013	Prevention Educator		49,442.00		Crime Victims and Sexual Violence Center	
AA 4610	Community Education Coordinator	49,442.00			Crime Victims and Sexual Violence Center	
AA 4610 4 4046	Fees for Services	10,000.00			Crime Victims and Sexual Violence Center	
TOTAL APPROPRIATIONS		<u>59,442.00</u>	<u>49,442.00</u>			
ESTIMATED REVENUES						
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
AA 4610 0 3495 000	NY Society for the Prevention of Cruelty to Children		10,000.00			
TOTAL ESTIMATED REVENUES			<u>10,000.00</u>			
GRAND TOTALS		<u>59,442.00</u>	<u>59,442.00</u>			

RESOLUTION NO. 93

AUTHORIZING THE ACCEPTANCE OF GRANT FUNDING AND AN AGREEMENT REGARDING THE GOVERNOR'S ENOUGH IS ENOUGH CAMPAIGN AND AMENDING THE 2016 CRIME VICTIM AND SEXUAL VIOLENCE CENTER BUDGET

Introduced: 3/14/16

By Law Committee, Messrs. Clenahan and R. Joyce:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to enter into a two year agreement with the New York State Department of Health in an amount not to exceed \$102,041 regarding the Governor's Enough is Enough Campaign for the period beginning February 1, 2016 and ending January 31, 2018, and

WHEREAS, The Director has indicated that the Governor's Enough is Enough Campaign requires institutions of higher learning to work closely with local sexual assault programs to prevent and respond to sexual assault on campuses and provide trauma informed services to the victims of sexual assault at colleges in Albany County, and

WHEREAS, The Director also requested a budget amendment in order to incorporate the funding necessary to support the Governor's Enough is Enough Campaign, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a two year agreement with the New York State Department of Health in an amount not to exceed \$102,041 regarding the Governor's Enough is Enough Campaign for the period beginning February 1, 2016 and ending January 31, 2018, and, be it further

RESOLVED, The 2016 Crime Victim and Sexual Violence Center Budget is amended as follows:

Increase Revenue Account A3495 NYS DOH Enough Grant by \$102,041

Increase Appropriation Account A4610.1 by creating and increasing Line Item A4610 1 2272 001 Campus Sexual Assault Coordinator at \$29,250 for the balance of fiscal year 2016 with an annual salary of \$39,000

Increase Appropriation Account A4610.2 by \$2,500 by increasing Line Item A 4610 2 2001 Computer Supplies by \$2,500

Increase Appropriation Account A4610.4 by \$54,013 by increasing the following Line Items:

Increase Line Item A4610 4 4020 Office Supplies by \$800

Increase Line Item A4610 4 4038 Travel by \$1,000

Increase Line Item A4610 4 4039 Conference, Training, Tuition by \$2,000

Increase Line Item A4610 4 4040 Books by \$800

Increase Line Item A4610 4 4042 Printing and Advertising by \$800

Increase Line Item A4610 4 4046 Fees For Services by \$48,613

Increase Appropriation Account A4610.8 by \$16,278 by increasing the following line items:

Increase A4610 8 9010 State Retirement by \$5,265

Increase A4610 8 9030 Social Security by \$2,238

Increase A4610 8 9060 Hospital and Medical Insurance by \$8,775

and, be it further

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

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

Adopted by unanimous vote. 3/14/16

RESOLUTION NO. 185

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW YORK SOCIETY FOR THE PREVENTION OF CRUELTY TO CHILDREN REGARDING THE CHILDREN FIRST INITIATIVE AND AMENDING THE 2020 CRIME VICTIM AND SEXUAL VIOLENCE CENTER BUDGET

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Director of the Albany County Crime Victim and Sexual Violence Center has requested authorization to submit a grant application and enter into an agreement with the New York Society for the Prevention in an amount of \$10,000 for a term commencing May 15, 2020 and ending July 31, 2021 regarding the Children First Initiative New York State pilot project, and

WHEREAS, The Director has indicated that the Children First Initiative will provide the Crime Victim and Sexual Violence Center with training and a curriculum regarding child sexual abuse prevention and connect them with gymnastics programs across the capital region to serve as local child protection experts for local gymnastics program staff, and

WHEREAS, The Director has further indicated that a budget amendment is necessary in order to accept the funding and support the Children First Initiative, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to and enter into an agreement with the New York Society for the Prevention in an amount of \$10,000 for a term commencing May 15, 2020 and ending July 31, 2021 regarding the Children First Initiative New York State pilot project, and, be it further

RESOLVED, The 2020 Crime Victim and Sexual Violence Center Budget is amended as follows:

Increase Revenue Account A3495 NY Society for the Prevention of Cruelty to Children by \$10,000

Decrease Appropriation Account A4610.1 by \$49,442 by Decreasing and Deleting line item A4610 1 2239 Prevention Educator by \$49,442

Increase Appropriation Account A4601.1 by \$49,442 by Creating and Increasing line item A4610 1 _____ Community Education Coordinator by \$49,442 with an annual salary of \$49,442

Increase Appropriation Account A4610.4 by \$10,000 by increasing line item A 4610 4 4046 Fees for Services by \$10,000

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.



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

April 1, 2020

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to revise our 2020 budget so that we can hire a qualified Infection Control and Wound Care Nurse and create another Supervising Nurse budget line.

This request will be budget neutral as we will be defunding a Head Nurse and Supervising Nurse Part Time budget line to increase the Wound Care Nurse budget line and create another Supervision Nurse budget line.

These positions are desperately needed to care for our resident population during these most difficult of times. It will also allow us to properly manage Infection Control and Wound Care on a 24/7 basis.

We thank you in advance for your consideration in approving this request.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel





Legislation Text

File #: TMP-1628, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Shaker Place Staff Budget Amendment

Date: April 1, 2020
 Submitted By: Larry I. Slatky
 Department: Shaker Place Rehabilitation and Nursing Center
 Title: Executive Director
 Phone: 518-213-8940
 Department Rep.
 Attending Meeting: Larry I. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Revenue

Increase Account/Line No.: NH 6020 1 2124 001 640909 & NH 6020 2125
Source of Funds: NH 6020 1 2122 001 640023 & NH 6020 1 002 640052
Title Change: N/A & Supervising Nurse PT to Supervising Nurse

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No
If Mandated Cite Authority: NYSDOH

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

Term

Term: (Start and end date) N/A
Length of Contract: N/A

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)

Shaker Place has a budget line for the title of Wound Care Nurse that we have been unable to fill due to the annual compensation. Through our website we were able to secure a Registered Nurse with Wound and Infection Control experience and required certifications by the NYSDOH, but will have to increase the annual compensation equal to our RN Supervisors. In addition, with the opening of our new resident units we have found that an additional Registered Nurse Supervisor is required to properly manage nursing care and staff, instead of the title Head Nurse. Therefore, to keep these revisions to our staffing budget neutral we are defunding the title Head Nurse and Supervising Nurse PT to increase the budget line of Wound Care Nurse and creating an additional budget line for Supervising Nurse. We have attached the Excel spreadsheet that delineates these revisions to our 2020 budget.

Shaker Place Rehabilitation and Nursing Center
 Shaker Place 2020 Staff Budget Revisions for RLA
 April of 2020

APPROPRIATIONS								
ACCOUNT NO.				RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH 6020	1	2122	001 640023	Head Nurse		\$62,408.00	1.00	Nursing Home
NH 6020	1	2126	002 640052	Supervising Nurse PT		\$26,434.00	1,202.00	Nursing Home
NH 6020	1	2124	001 640909	Wound Care Nurse	\$13,828.00		75,014.00	Nursing Home
NH 6020	1	2125		Supervising Nurse	\$75,014.00		75,014.00	Nursing Home
TOTAL APPROPRIATIONS					<u>\$88,842.00</u>	<u>\$88,842.00</u>		
ESTIMATED REVENUES								
ACCOUNT NO.				RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES					<u>\$0.00</u>	<u>\$0.00</u>		
GRAND TOTALS					<u>\$88,842.00</u>	<u>\$88,842.00</u>		

Diff
6231

RESOLUTION NO. 186

AMENDING THE 2020 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: ADMINISTRATIVE ADJUSTMENTS

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested adjustments the department budget in order to adequately fund an Infection Control and Wound Care Nurse positions and create a Supervising Nurse position, and

WHEREAS, The Executive Director has indicated that the requested budget amendments are necessary to meet the staffing needs at Shaker Place Rehabilitation and Nursing Center and will be budget neutral, now, therefore be it

RESOLVED, That the 2020 Department of Residential Health Care Facilities Budget is hereby amended as follows:

Decrease Appropriation Account NH6020.1 by \$88,842 by decreasing the following line items:

Decrease line item NH6020 1 2122 001 Head Nurse by \$62,408

Decrease line item NH6020 1 2126 002 Supervising Nurse PT by \$26,343

Increase Appropriation Account NH6020.1 by \$88,842 by increasing the following line items:

Increase line item NH6020 1 2124 001 Wound Care Nurse by \$13,828 with an annual salary of \$75,014

Increase and increase line item NH6020 1 2125 306 Supervising Nurse by \$75,014 with an annual salary of \$75,014

and, be it further

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

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

March 18, 2020

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

Dear Chairman Joyce:

Legislative authorization is requested to rescind the authorization to transfer tax foreclosed property foreclosed property located in the Town of Colonie, 5 Schuyler Hills Road to the Albany County Land Bank Corporation pursuant to ABL Resolution No. 69 of 2020 and convey this property to the immediate former property owners Alan E. and Mary L. Heitzman.

Mr. and Mrs. Heitzman has placed on deposit the total amount of \$78,074.72 which represents the full amount of delinquent taxes owed to the County for 5 Schuyler Hills Road at this writing.

This transfer is in accordance with Resolution No. 29 of 2019 the "Albany County Disposition Plan which states "Properties which will be discretionally conveyed by the County back to their immediate former owner(s)

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

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



Legislation Text

File #: TMP-1614, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request Legislative Action to rescind the authorization to convey property to the Albany County Land Bank Corporation and to convey this property to the immediate former owners

Date:	March 18, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/Michael Mc Laughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 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)

Requesting legislative authority to rescind the authorization to transfer tax foreclosed property located in the Town of Colonie, 5 Schuyler Hills Road (Tax Map No. 43.4-4-3) per resolution No. 69 of 2020 to the Albany County Land Bank Corporation and authorize the conveyance of this property to the immediate former owners Alan E. and Mary L. Heitzman 5 Schuyler Hills Road, Loudonville NY 12211. The amount of \$78,074.72 which represents the full amount of taxes, Interest and penalties due on this property as of March 10, 2020 has been placed on deposit with the County. This is in accordance with the Albany County Disposition Plan "Properties which will be discretionally conveyed by the County back to their immediate former owner(s)".

Alan Edward Heitzman

5 Schuyler Hills Road

Loudonville, New York 12211-1480

Friday, March 13, 2020

Mike McLaughlin

Director of Policy and Research

Office of the Albany County Executive

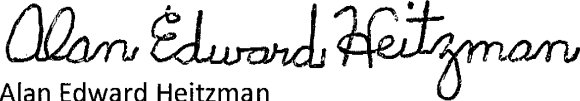
112 State Street, Room 1200

Albany, New York 12207

Dear Director McLaughlin,

In accordance with a March 13, 2020 email from Anthony DiLella, Property Manager, Albany County Finance Division, 112 State Street, Room 600, Albany, New York 12207, wherein Mr. DiLella thanks me for my recent \$78,074.72 deposit of funds regarding 5 Schuyler Hills Road in Loudonville, I humbly request a sale/conveyance back of this foreclosed property to me on the basis of my being the immediate former owner. Please apprise me about any other requirements and procedural steps that I must fulfill in my (and my wife Mary's) quest to reacquire our former and foreclosed-upon residence. Thank you immensely for your most kind attention.

Most respectfully,


Alan Edward Heitzman



**COUNTY OF ALBANY
DIVISION OF FINANCE**

DEPOSIT TRANSMITTAL

Division of Finance, Cash Receipts, 112 State Street, Suite 800, Albany, New York 12207
Office: (518) 447-7070, Fax: (518) 447-5516
PLEASE PRINT OR TYPE INFORMATION

DEPARTMENT: Management and Budget

ADDRESS: ROOM 1200 112 STATE STREET

Total Number of Checks: 1

Total Amount of Checks: \$78,074.72

Total Amount of Cash: \$0.00

Total Deposit: \$78,074.72

<u>ORG</u>	<u>OBJECT</u>	<u>PROJECT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>A</u>	<u>00690</u>	<u></u>	<u>5 Schulyer Hills Road, Colonie</u>	<u>\$ 78,074.72</u>
<u></u>	<u></u>	<u></u>	<u>PENDING RLA-REACQUISITION</u>	<u>\$</u>
<u></u>	<u></u>	<u></u>	<u>43.4-4-3</u>	<u>\$</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u>\$</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u>\$</u>
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<u></u>	<u></u>	<u></u>	<u></u>	<u>\$</u>
<u></u>	<u></u>	<u></u>	<u></u>	<u>\$</u>

VERIFIED BY: _____ DATE: _____

TITLE: _____

If Problems with Deposit, Contact: _____ Phone: _____

FOR OFFICE USE ONLY: DIVISION OF FINANCE	PAID RECEIPT STAMP
RECEIVED BY (Initial): <hr/>	



03/05/2020 13:51
cmurray

COUNTY OF ALBANY
Real Estate Tax Statement

P 2

THIS DOCUMENT HAS: ARTIFICIAL WATERMARK ON BACK • ENDORSEMENT BACKER • MICRO PRINT SIGNATURE LINE



P.O. Box 12189
Albany, NY 12212-2189

OFFICIAL CHECK



CHECK NO. 141537

29-7338/2213

DATE:
03/06/2020

Ref:

PAY TO THE ORDER OF Director of Finance, Albany County

\$ **** 78,074.72 ****

PAY Seventy-Eight Thousand Seventy-Four and 72/100*****

Director of Finance, Albany County
2013-2019 past-due school and property taxes
for 5 Schuyler Hills Road, Loudonville

⑈ 141537⑈ ⑆ 221373383⑆ 1690064780⑈

21,000.00

54,865.68

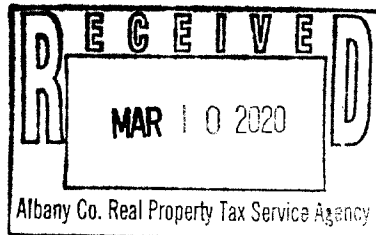
23,209.04

78,074.72

PARTIAL PAYMENTS ARE NOT ACCEPTED WITHOUT AN INSTALLMENT AGREEMENT IF ANY PARCEL REMAINS SUBJECT TO ONE OR MORE DELINQUENT TAX LIENS, THE PAYMENT YOU HAVE MADE WILL NOT POSTPONE THE ENFORCEMENT OF THE OUTSTANDING LIEN OR LIENS. CONTINUED FAILURE TO PAY THE ENTIRE AMOUNT OWED WILL RESULT IN THE LOSS OF THE PROPERTY(IES).
PAYMENT MADE TO:

ALBANY COUNTY DIVISION OF FINANCE
112 STATE ST. ROOM 1340
ALBANY, NY 12207
TEL: 447-7082

\$35.00 WILL BE CHARGED FOR ANY RETURNED CHECK
INTEREST WILL INCREASE ON THE 1ST OF THE MONTH



Funds for Reacquisition
Resolution Pending
March-April 2020

John
3/10/2020



03/05/2020 13:51
cmurray

COUNTY OF ALBANY
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 04300400040030000000

LOCATION: 5 SCHUYLER HILLS RD

OWNER:

HEITZMAN ALAN E
HEITZMAN MARY L
5 SCHUYLER HILLS RD
LOUDONVILLE NY 12211-1421

STATUS:

SQUARE FEET 14,810
LAND VALUATION 220,000
BUILDING VALUATION 0
EXEMPTIONS 0
TAXABLE VALUATION 220,000
INTEREST PER DIEM 23,745.44

LEGAL DESCRIPTION:

DEED DATE:

BOOK/PAGE:

INTEREST DATE: 03/31/2020

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2019	RE-5	1524				
1	COLONIE TO		9,713.91	9,713.91	1,359.95	11,073.86
			9,713.91	9,713.91	1,359.95	11,073.86
2018	RE-5	1034				
1	COLONIE TO		9,167.00	9,167.00	2,383.42	11,550.42
	MAILING CH		1.00	1.00	.00	1.00
	LEGAL CHAR		225.00	225.00	.00	225.00
			9,393.00	9,393.00	2,383.42	11,776.42
			9,393.00	9,393.00	2,383.42	11,776.42
2017	LIEN	601				
1	COLONIE TL		8,862.38	8,862.38	3,367.70	12,230.08
	LEGAL CHAR		225.00	225.00	.00	225.00
			9,087.38	9,087.38	3,367.70	12,455.08
			9,087.38	9,087.38	3,367.70	12,455.08
2016	LIEN	317				
1	COLONIE TL		8,372.89	8,372.89	4,186.45	12,559.34
	LEGAL CHAR		150.00	150.00	.00	150.00
			8,522.89	8,522.89	4,186.45	12,709.34
			8,522.89	8,522.89	4,186.45	12,709.34



03/05/2020 13:51
cmurray

COUNTY OF ALBANY
Real Estate Tax Statement

P 2
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2015	LIEN	438				
1	COLONIE TL		8,798.92	8,798.92	5,455.33	14,254.25
	LEGAL CHAR		150.00	150.00	.00	150.00
			8,948.92	8,948.92	5,455.33	14,404.25
			8,948.92	8,948.92	5,455.33	14,404.25
2014	LIEN	369				
1	COLONIE TL		8,724.58	8,724.58	6,456.19	15,180.77
	LEGAL CHAR		150.00	150.00	.00	150.00
	TITLE SEAR		290.00	290.00	.00	290.00
	MAIL CHARG		35.00	35.00	.00	35.00
			9,199.58	9,199.58	6,456.19	15,655.77
			9,199.58	9,199.58	6,456.19	15,655.77
GRAND TOTALS			54,865.68	54,865.68	23,209.04	78,074.72

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ALBANY, NY 12207
TEL: 447-7082

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INTEREST WILL INCREASE ON THE 1ST OF THE MONTH

03/09/2020 11:43
cmurray

COUNTY OF ALBANY
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 04300400040030000000

LOCATION: 5 SCHUYLER HILLS RD

OWNER:

HEITZMAN ALAN E
HEITZMAN MARY L
5 SCHUYLER HILLS RD
LOUDONVILLE NY 12211-1421

STATUS:

SQUARE FEET 14,810
LAND VALUATION 220,000
BUILDING VALUATION 0
EXEMPTIONS 0
TAXABLE VALUATION 220,000
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cmurray

COUNTY OF ALBANY
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P 2
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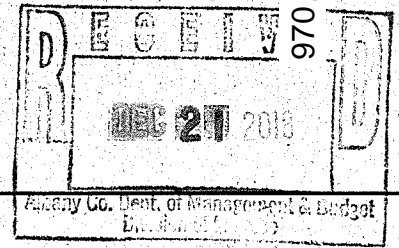
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INTEREST WILL INCREASE ON THE 1ST OF THE MONTH





TAX LIEN FORECLOSURE SEARCH

Search Date November 21, 2018

OHTA Number A17-0664

Municipality Town of Colonie

Index Number 2651-15

Foreclosure No. 0000323

Tax Map Number 43.4-4-3

Property Address 5 Schuylër Hills Road, Albany, NY 12205

Date of Filing of List of Delinquent Taxes July 2, 2015

Open Mortgages	0
Assignments	0
Judgments	0
Federal Tax Liens	0
UCCs	0
State Tax Warrants	0
Leases	0
Other Lienors	0
Other Interests	0
Estate Proceedings	0
Mortgage Foreclosures	0
	0

NOTE: CERTIFIED AS TO A LEVEL 2 SEARCH

TAX LIEN FORECLOSURE SEARCH

SECTION I

PARTIES HAVING AN INTEREST OF RECORD
ON THE DATE OF FILING OF THE LIST OF DELINQUENT TAXES

A-1. OWNER(S) OF RECORD

1. Alan E. and Mary L.	Heitzman	5	Schuyler Hills Road	Loudonville NY 12211
---------------------------	----------	---	------------------------	----------------------

A-2. ADDITIONAL ADDRESSEES

2.

Source Deed Book 3107 Page 215

Deed R and R

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION I (continued)

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (0)

1.

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II

PARTIES HAVING AN INTEREST OF RECORD
AS OF SEARCH DATE

A-1. OWNER(S) OF RECORD

1.

A-2. ADDITIONAL ADDRESSEES

2.

Source Deed

Deed R and R

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION II (continued)

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (0)

1.

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.

LIBER 3107 PAGE 215



Albany County Clerk
16 Eagle St. Rm 128
Albany, NY 12207

Return to:

BOX 58

Instrument: Deed

Document Number: 11666322 Book: 3107 Page: 215

Grantor

HEITZMAN, MARY L

Grantee

HEITZMAN, ALAN E
HEITZMAN, MARY L

Number of Pages: 3

Transfer Tax Receipt
Albany County Clerk Received:
Trans Tax# 6871
.....\$0.00

Recorded Date/Time: 07/31/2014 at 12:14 PM

Receipt Number: 840434

Note: **DO NOT REMOVE - THIS PAGE IS PART OF THE DOCUMENT **
THIS PAGE CONSTITUTES THE CLERK'S ENDORSEMENT, REQUIRED BY SECTION 316-a(5) &
319 OF THE REAL PROPERTY LAW OF THE STATE OF NEW YORK.

Bruce A Hidley, County Clerk

**LIBER 3107 PAGE 216
WARRANTY DEED**

THIS INDENTURE, made the 26th day of July, 2014, between **MARY L. HEITZMAN**, residing at 5 Schuyler Hills Road, Loudonville NY 12211, party of the first part, and

ALAN E. HEITZMAN and MARY L. HEITZMAN, his wife, both residing at 5 Schuyler Hills Road, Loudonville NY 12211, parties of the second part,

WITNESSETH that the party of the first part, in consideration of ONE and no/100 Dollars, (\$1.00), lawful money of the United States, and other good and valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, their heirs and assigns forever,

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate lying and being on the Westerly side of Schuyler Hills Road in the Town of Colonie, County of Albany, State of New York and designated as Lot Number 5 on a certain map entitled, "Subdivision of lands belonging to George Spalt" in the Town of Colonie and County of Albany, made by Gilbert and Selee, Land Surveyors, dated July 9, 1964, filed June 1, 1966 as Map No. 4288 in Drawer 163 in the Albany County Clerk's Office.

Subject to any and all easements, covenants, conditions and restrictions of record affecting the above described premises, if any.

Being the same premises conveyed to Mary L. Heitzman from Helen B. Noonan by Warranty Deed dated February 9, 1998 and recorded in the Albany County Clerk's Office on February 24, 1998 in Liber 2597 of Deeds at page 286.

Together with the appurtenances and all the estate and rights of the party of the first part in and to said premises,

To Have and To Hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants as follows:

First, That the party of the second part shall quietly enjoy the said premises;

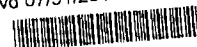
Second That the party of the first part will forever WARRANT title to said premises.

Third, the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

R&R
Michael J. Biscone, Esq.
Box 58

Albany County Clerk
Document Number 11666322
Rcvd 07/31/2014 12:14:09 PM

Albany County Clerk
Deed Books (Record Room)
Book 3107 Page 216



LIBER 3107 PAGE 217

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

IN PRESENCE OF

Mary L. Heitzman L. S.

STATE OF NEW YORK)

:SS.

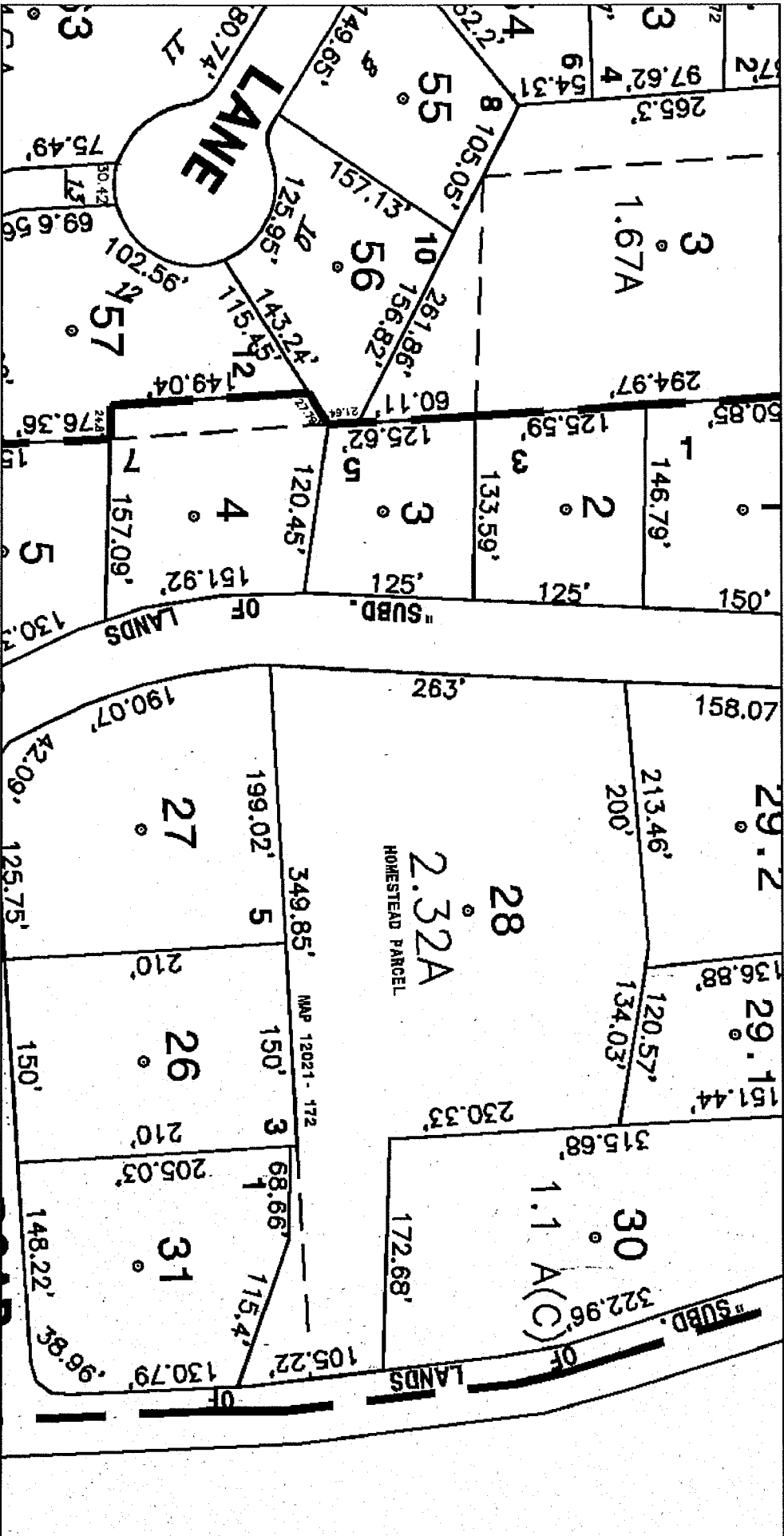
COUNTY OF ALBANY)

On the 26th day of July, 2014 before me, the undersigned personally appeared, Mary L. Heitzman, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Michael J. Biscone

Notary Public

MICHAEL J. BISCONE
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ALBANY COUNTY
NO. 4614515 COMMISSION EXPIRES 11/30/17



RESOLUTION NO. 187

RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 69 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 5 SCHUYLER HILLS ROAD (TAX MAP NO. 43.4-4-3) IN THE TOWN OF COLONIE

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 69 for 2020, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation (the "Land Bank"), including 5 Schuyler Hills Road (Tax Map No. 43.4-4-3) in the Town of Colonie, and

WHEREAS, Alan and Mary Heitzman, the immediate former owners of the property, have expressed an interest in acquiring the parcel and have committed to paying the full amount of taxes, interest and penalties due for the property, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to immediate former owners, including that any and all liens extinguished as a result of the foreclosure shall be reinstated, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 399 for 2019 is hereby amended by rescinding the authorization to convey 5 Schuyler Hills Road (Tax Map No. 43.4-4-3) in the Town of Colonie, and be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 5 Schuyler Hills Road (Tax Map No. 43.4-4-3) in the Town of Colonie to Alan and Mary Heitzman for the amount of all delinquent real property taxes owing to the County on said property as of the date it was foreclosed upon "in rem" by the County with interest on said amount at the rate of 12% per annum computed to the date upon which the conveyance back of said property is made by the County, and be it further

RESOLVED, That the aforementioned amount due shall also include the amount of any and all out-of-pocket costs and expenses incurred by the County in connection with said property following the date of its foreclosure "in rem" by the County including, but not limited to, real property and school taxes, special assessments, municipal fees and charges, and maintenance and repairs, and be it further,

RESOLVED, That any and all liens upon the property which were previously extinguished as a result of the foreclosure action shall be deemed reinstated and

restored pursuant to the Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, and be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

March 5, 2020

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

Dear Chairman Joyce:

Legislative authorization is requested to rescind the previous authorization (Resolution 205 of 2019) to transfer withdrawn tax delinquent property located in the Town of Colonie; 2A Lincoln Ave (Tax Map No. 44.1-1-7.2) and 201 Spring Street (Tax Map No. 44.1-1-7.1) and to now transfer these properties to T Roof Industries LLC for economic development purposes for the sum of \$336,000. This transfer is to be executed once T Roof Industries LLC has reached an agreement with NY State Department of Environmental Conservation for a Remedial Action Work Plan for each parcel.

This transfer is in accordance with Resolution No. 29 of 2019.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

cc:

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



Legislation Text

File #: TMP-1585, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request Legislative authorization to rescind Resolution 205 of 2019 and transfer 2A Lincoln Ave and 201 Spring St in the Town of Colonie to T Roof Industries LLC once they have reached an agreement with NYS DEC for a Remedial Action Work Plan for each parcel.

Date: 3/5/2020
 Submitted By: Dave Reilly
 Department: Management & Budget
 Title: Deputy Commissioner
 Phone: 447-7034
 Department Rep.
 Attending Meeting: Mike McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

Increase Account/Line No.: A1310 01053
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: A1310 01053

Revenue Amount: 336,000

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 29 of 2019

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

Justification: (state briefly why legislative action is requested)

This request is so that these parcels can be remediated and put back into productive use

RESOLUTION NO. _____

RESCINDING RESOLUTION NO. 205 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2A LINCOLN AVENUE (TAX MAP NO. 44.1-1-7.2) AND 201 SPRING STREET ROAD (TAX MAP NO. 44.1-1-7.1) IN THE TOWN OF COLONIE TO T ROOF INDUSTRIES LLC

Introduced: _____
By Audit and Finance Committee:

WHEREAS, the County of Albany (“County”) has obtained “in rem” delinquent real property tax lien foreclosure judgments against the parcels of real property located in the Town of Colonie commonly known and described as 2A Lincoln Avenue (Tax Map No. 44.1-1-7.2), Parcel #1, and 201 Spring Street Road (Tax Map No. 44.1-1-7.1), Parcel #2, which judgments enable its Enforcing Officer to convey said parcels to the County of Albany or its assignee, and

WHEREAS, T Roof Industries LLC has expressed an interest in acquiring said parcels from the County for economic development purposes for the sum of \$336,000, and

WHEREAS, T Roof Industries LLC has indicated that acquisition of said parcels will result in the economic development of these abandoned environmentally contaminated parcels which will move them into property tax revenue-generating assets and the creation of jobs, thereby fostering the type of economic development indicated in the County’s Delinquent Tax Foreclosed Properties Disposition Plan adopted pursuant to Resolution No. 29 for 2019,

NOW, therefore, be it

RESOLVED, That the Albany County Legislature hereby authorizes the County Executive, upon receipt of notice from T Roof Industries LLC that it has reached an agreement with the New York State DEC for a Remedial Action Work Plan for Parcel #1 and upon confirmed receipt by the County Director of Finance of the sum of \$336,000 in certified funds from T Roof Industries LLC, which is due and payable to the County at the closing of the conveyance and transfer of title to Parcel #1 to T Roof Industries LLC, which sum shall be non-refundable, the County Executive shall execute on behalf of the County any documents necessary to convey title to Parcel #1 to T Roof Industries LLC by a Deed by Assignment which shall be drafted by the Enforcing Officer in conjunction with the Albany County Attorney’s Office, and be it further

RESOLVED, That the Albany County Legislature hereby authorizes the County Executive, upon receipt of notice from T Roof Industries LLC that it has

reached an agreement with the New York State DEC for a Remedial Action Work Plan for Parcel #2 the County Executive shall execute on behalf of the County any documents necessary to convey title to Parcel #2 to T Roof Industries LLC by a Deed by Assignment which shall be drafted by the Enforcing Officer in conjunction with the Albany County Attorney's Office without any further sum of money or other consideration being paid, nor owing, to the County by T Roof Industries LLC, and, be it further

RESOLVED, That the County Executive is hereby authorized to take such actions as are necessary and appropriate to effectuate the foregoing, and, be it further

RESOLVED, That the authorization to convey the aforementioned properties shall expire on December 31, 2021 and is hereby authorized to be extended for a two (2) year period by the County Executive, subject to T Roof Industries LLC, having taken title to Parcel #1, by that date, and upon having provided the County Executive with documented proof of ongoing progress having been made with respect to T-Roof Industries LLC reaching an agreement with NYS DEC for a Remedial Work Plan for Parcel #2, and, be it further

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

RESOLVED, that Resolution No. 205 of 2019, adopted on May 13, 2019, is hereby rescinded in its entirety, and extinguished, and of no further force or effect, and, be it further

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

RESOLUTION NO. 188

RESCINDING RESOLUTION NO. 205 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 2A LINCOLN AVENUE (TAX MAP NO. 44.1-1-7.2) AND 201 SPRING STREET ROAD (TAX MAP NO. 44.1-1-7.1) IN THE TOWN OF COLONIE TO T ROOF INDUSTRIES LLC

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, the County of Albany (“County”) has obtained “in rem” delinquent real property tax lien foreclosure judgments against the parcels of real property located in the Town of Colonie commonly known and described as 2A Lincoln Avenue (Tax Map No. 44.1-1-7.2), Parcel #1, and 201 Spring Street Road (Tax Map No. 44.1-1-7.1), Parcel #2, which judgments enable its Enforcing Officer to convey said parcels to the County of Albany or its assignee, and

WHEREAS, T Roof Industries LLC has expressed an interest in acquiring said parcels from the County for economic development purposes for the sum of \$336,000, and

WHEREAS, T Roof Industries LLC has indicated that acquisition of said parcels will result in the economic development of these abandoned environmentally contaminated parcels which will move them into property tax revenue-generating assets and the creation of jobs, thereby fostering the type of economic development indicated in the County’s Delinquent Tax Foreclosed Properties Disposition Plan adopted pursuant to Resolution No. 29 for 2019, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 205 for 2019, is hereby rescinded in its entirety, and extinguished, and of no further force or effect, and, be it further

RESOLVED, That the Albany County Legislature hereby authorizes the County Executive, upon receipt of notice from T Roof Industries LLC that it has reached an agreement with the New York State DEC for a Remedial Action Work Plan for Parcel #1 and upon confirmed receipt by the County Director of Finance of the sum of \$336,000 in certified funds from T Roof Industries LLC, which is due and payable to the County at the closing of the conveyance and transfer of title to Parcel #1 to T Roof Industries LLC, which sum shall be non-refundable, the County Executive shall execute on behalf of the County any documents necessary to convey title to Parcel #1 to T Roof Industries LLC by a Deed by Assignment which shall be drafted by the Enforcing Officer in conjunction with the Albany County Attorney’s Office, and be it further

RESOLVED, That the Albany County Legislature hereby authorizes the County Executive, upon receipt of notice from T Roof Industries LLC that it has reached an agreement with the New York State DEC for a Remedial Action Work Plan for Parcel #2 the County Executive shall execute on behalf of the County any documents necessary to convey title to Parcel #2 to T Roof Industries LLC by a Deed by Assignment which shall be drafted by the Enforcing Officer in conjunction with the Albany County Attorney's Office without any further sum of money or other consideration being paid, nor owing, to the County by T Roof Industries LLC, and, be it further

RESOLVED, That the County Executive is hereby authorized to take such actions as are necessary and appropriate to effectuate the foregoing, and, be it is further

RESOLVED, That the authorization to convey the aforementioned properties shall expire on December 31, 2021 and is hereby authorized to be extended for a two (2) year period by the County Executive, subject to T Roof Industries LLC, having taken title to Parcel #1, by that date, and upon having provided the County Executive with documented proof of ongoing progress having been made with respect to T-Roof Industries LLC reaching an agreement with NYS DEC for a Remedial Work Plan for Parcel #2, and, be it further

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

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

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

March 2, 2020

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

Dear Chairman Joyce:

Legislative authorization is requested to rescind the authorization to transfer tax foreclosed property foreclosed property located in the City of Albany, 54 Clinton Ave to the Albany County Land Bank Corporation pursuant to ABL Resolution No. 69 of 2020 and convey this property to an abutting property owner David Pinkowski.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

Shawn A. Thelen

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



Legislation Text

File #: TMP-1574, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting legislative action to rescind the authorization to convey property located in the City of Albany 54 Clinton Ave to the Albany County Land Bank Corporation and convey it to an abutting owner.

Date:	March 3, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commissioner
Phone:	58-447-7040
Department Rep.:	Anthony DiLella
Attending Meeting:	David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe

- Personnel
- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

Term: (Start and end date) Click or tap here to enter text.

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation Yes No

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 66

Date of Adoption: 2/10/20

Justification: (state briefly why legislative action is requested)

Requesting legislative authority to rescind the authorization to convey property located in the City of Albany 54 Clinton Ave Tax Map No. 76.26-1-11 to the Albany County Land Bank Corporation per ABL Res No.69 of 2020 and convey this property to an abutting property owner, David Pinkowski, 56 Clinton Ave, Albany NY 12210 for \$800. This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

David Pinkowski & Emily Dattilio
56 Clinton Avenue
Albany, NY 12210

Mr. Michael McLaughlin
Harold L. Joyce Albany County Office Building
112 State Street
Albany, NY 12207

Dear Mr. McLaughlin:

We are writing concerning our desire to purchase the lot located at 54 Clinton Avenue in Albany from the county. I own and have lived in the adjoining property, 56 Clinton Avenue, since 2007. We are excited at the opportunity to purchase the lot at 54 Clinton Avenue which would allow us to expand and upgrade our back yard and maintain and beautify the lot which has been largely unkempt (except for occasional DGS workers who have done their best to keep the weeds down) since the 2011 house fire that led to the tear-down of the building there.

Assuming that we get verification of a clean title with no outstanding liens or hidden costs, we would like to offer \$800 to purchase this lot.

I can be reached at 518-330-8271 or by email at djpinkowski@gmail.com. Please let us know the next steps in this process.

Sincerely,

David Pinkowski



02/25/2020 10:47
rhall

COUNTY OF ALBANY
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 07602600010110000000

LOCATION: 54 CLINTON AVE

OWNER:
FERRAN NADIA
114 MORTON AVE
ALBANY NY 12202

STATUS:
SQUARE FEET 0
LAND VALUATION 2,100
BUILDING VALUATION 0
EXEMPTIONS 0
TAXABLE VALUATION 2,100
INTEREST PER DIEM 60,049.04

LEGAL DESCRIPTION:

DEED DATE: BOOK/PAGE: INTEREST DATE: 02/29/2020

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2019	RE-E	3988				
1	ALBANY SCH		48.44	48.44	3.39	51.83
	5% PERCENT		2.42	2.42	.00	2.42
			50.86	50.86	3.39	54.25
2019	RE-1	6012				
1	ALBANY PRO		30.31	30.31	4.85	35.16
	5 PERCENT		5.95	5.95	.00	5.95
	ALBANY WAT		88.69	88.69	14.19	102.88
			124.95	124.95	19.04	143.99
			124.95	124.95	19.04	143.99
2018	RE-E	4756				
1	ALBANY SCH		49.55	49.55	9.41	58.96
	5% PERCENT		2.48	2.48	.00	2.48
	MAILING CH		1.00	1.00	.00	1.00
			53.03	53.03	9.41	62.44
			53.03	53.03	9.41	62.44
2018	RE-1	5969				
1	ALBANY PRO		30.67	30.67	8.59	39.26
	5 PERCENT		61.96	61.96	.00	61.96
	OTHER CHAR		1,119.87	1,119.87	313.56	1,433.43
	ALBANY WAT		88.68	88.68	24.83	113.51
			1,301.18	1,301.18	346.98	1,648.16
			1,301.18	1,301.18	346.98	1,648.16

02/25/2020 10:47
rhall

COUNTY OF ALBANY
Real Estate Tax Statement

P 2
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2017	RE-E	3883				
1	ALBANY SCH		48.66	48.66	15.08	63.74
	5% PERCENT		2.43	2.43	.00	2.43
	MAILING CH		1.00	1.00	.00	1.00
			52.09	52.09	15.08	67.17
			52.09	52.09	15.08	67.17
2017	RE-1	6031				
1	ALBANY PRO		30.48	30.48	12.19	42.67
	5 PERCENT		27.54	27.54	.00	27.54
	ALBANY WAT		88.68	88.68	35.47	124.15
	OTHER CHAR		431.54	431.54	172.62	604.16
			578.24	578.24	220.28	798.52
			578.24	578.24	220.28	798.52
2016	LIEN	899				
1	ALB LIENS		324.98	324.98	168.99	493.97
			324.98	324.98	168.99	493.97
2016	LIEN	1820				
1	ALB SCH LN		59.24	59.24	24.88	84.12
			59.24	59.24	24.88	84.12
2015	LIEN	877				
1	ALB LIENS		540.21	540.21	345.73	885.94
			540.21	540.21	345.73	885.94
2015	LIEN	1328				
1	ALB SCH LN		66.73	66.73	37.37	104.10
			66.73	66.73	37.37	104.10
2014	RE-1	7821				
1	ALBANY PRO		34.69	34.69	26.36	61.05
	5 PERCENT		22.28	22.28	.00	22.28
	ALBANY WAT		88.69	88.69	67.40	156.09
	OTHER CHAR		322.14	322.14	244.83	566.97
	MAILING CH		1.00	1.00	.00	1.00
			468.80	468.80	338.59	807.39

02/25/2020 10:47
rhall

COUNTY OF ALBANY
Real Estate Tax Statement

P 3
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			468.80	468.80	338.59	807.39
2014	LIEN	889				
1	ALB SCH LN		69.30	69.30	36.04	105.34
			69.30	69.30	36.04	105.34
2013	LIEN	1048				
1	ALB SCH LN		72.08	72.08	32.44	104.52
			72.08	72.08	32.44	104.52
2013	LIEN	2233				
1	ALB LIENS		64,989.62	64,989.62	57,190.87	122,180.49
	TITLE SEAR		290.00	290.00	.00	290.00
			65,279.62	65,279.62	57,190.87	122,470.49
			65,279.62	65,279.62	57,190.87	122,470.49
2012	LIEN	1510				
1	ALB LIENS		513.09	513.09	513.09	1,026.18
			513.09	513.09	513.09	1,026.18
2012	LIEN	1856				
1	ALB SCH LN		95.65	95.65	54.52	150.17
	LEGAL CHAR		195.00	195.00	.00	195.00
			290.65	290.65	54.52	345.17
			290.65	290.65	54.52	345.17
GRAND TOTALS			69,845.05	69,845.05	59,356.70	129,201.75

PARTIAL PAYMENTS ARE NOT ACCEPTED WITHOUT AN INSTALLMENT AGREEMENT
 IF ANY PARCEL REMAINS SUBJECT TO ONE OR MORE DELINQUENT TAX LIENS,
 THE PAYMENT YOU HAVE MADE WILL NOT POSTPONE THE ENFORCEMENT OF THE
 OUTSTANDING LIEN OR LIENS. CONTINUED FAILURE TO PAY THE ENTIRE
 AMOUNT OWED WILL RESULT IN THE LOSS OF THE PROPERTY(IES).
 PAYMENT MADE TO:
 ALBANY COUNTY DIVISION OF FINANCE

02/25/2020 10:47
rhallCOUNTY OF ALBANY
Real Estate Tax StatementP 4
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					

112 STATE ST. ROOM 1340
ALBANY, NY 12207
TEL: 447-7082\$35.00 WILL BE CHARGED FOR ANY RETURNED CHECK
INTEREST WILL INCREASE ON THE 1ST OF THE MONTH

RESOLUTION NO. 189

RESCINDING THE CONVEYANCE OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 69 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 54 CLINTON AVENUE (TAX MAP NO. 76.26-1-11) IN THE CITY OF ALBANY

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 69 for 2020, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation (the "Land Bank"), including 54 Clinton Avenue (Tax Map No. 76.26-1-11) in the City of Albany, and

WHEREAS, David Pinkowski, an abutting property owner has expressed an interest in acquiring this parcel for \$800, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to abutting property owners, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 69 for 2020 is hereby amended by rescinding the authorization to convey 54 Clinton Avenue (Tax Map No. 76.26-1-11) in the City of Albany, and be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 54 Clinton Avenue (Tax Map No. 76.26-1-11) in the City of Albany to David Pinkowski for the amount of \$800, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

February 27, 2020

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

Dear Chairman Joyce:

The Office of the County Executive respectfully requests authorization to amend a contract with New York State Department of State (NYSDOS) for Countywide Resiliency Grant Funding. The County was awarded funding in the amount of \$138,145 with no County match requirement. The program supports the development of a resiliency plan that proactively addresses climate change risks and vulnerabilities associated with increased frequency and severity of storms and other climate threats.

Due to delays receiving contract language from New York State, the term for this contract needs to be extended so that the program can be implemented.

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

Sincerely

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1566, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Authorization to extend Countywide Resiliency Grant Contract with NYS Department of State

Date: 2/17/20
 Submitted By: Lucas Rogers
 Department: Office of the County Executive
 Title: Policy Analyst
 Phone: 518447-5566
 Department Rep.
 Attending Meeting: Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

1001

- Personnel Non-Individual
- Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Contract Terms/Conditions:

Party (Name/address):
New York State Department of State
One Commerce Plaza
99 Washington Avenue - Suite 1010
Albany, NY 12231

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

Amount/Raise Schedule/Fee: No cost contract extension
Scope of Services: Develop a Countywide Resiliency Plan to address the risks of climate change

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) 7/1/2019 - 1/31/2022
Length of Contract: 31 Months

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution 45 of 2019
Date of Adoption: 2/11/19

Justification: (state briefly why legislative action is requested)

The Office of the County Executive respectfully requests authorization to amend a contract with New York State Department of State (NYSDOS) for Countywide Resiliency Grant Funding. The County was awarded funding in the amount of \$138,145 with no County match requirement. The program supports the development of a resiliency plan that proactively addresses climate change risks and vulnerabilities associated with increased frequency and severity of storms and other climate threats.

Due to delays receiving contract language from New York State, the term for this contract needs to be extended so that the program can be implemented.

RESOLUTION NO. 45

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND ACCEPTANCE WITH NEW YORK STATE DEPARTMENT OF STATE REGARDING THE COUNTYWIDE RESILIENCY GRANT PROGRAM AND AMENDING THE 2019 ALBANY COUNTY BUDGET

Introduced: 2/11/19

By Audit and Finance Committee:

WHEREAS, The Albany County Executive has indicated that the County of Albany has been awarded grant funds from the New York State Department of State (NYSDOS) and has requested authorization to enter into an agreement with NYSDOS in order to accept grant funding regarding the Countywide Resiliency Grant Program in the amount of \$138,145, with no local share, for the term commencing February 11, 2019 and ending on September 12, 2020, and

WHEREAS, The County Executive has indicated that the funds provided through the Countywide Resiliency Grant Program will be used to support the development of a program that proactively addresses climate change risks and vulnerabilities associated with the increased frequency of severe weather events, and

WHEREAS, The County Executive has also indicated that a budget amendment to the 2019 Department of Economic Development, Conservation and Planning is necessary to incorporate the aforementioned grant funds into the 2019 Adopted budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with NYSDOS to accept grant funding regarding the Countywide Resiliency Grant Program in the amount of \$138,145, with no local share, for the term commencing February 11, 2019 and ending on September 12, 2020 , and, be it further

RESOLVED, By the Albany County Legislature that the 2019 Department of Economic Development, Conservation and Planning is hereby amended as follows:

Increase Revenue Account A2770 Other Unclassified Revenues by \$138,145

Increase Appropriation Account A8020.4 by \$138,145 by increasing Line Item A8020 4 4046 Fees for Services by \$138,145

and, be it further

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

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

Adopted by unanimous vote – 2/11/19

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

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

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

<p>CURRENT CONTRACT TERM: FROM: 7/1/2019 TO: 1/31/2020</p> <p>CURRENT CONTRACT PERIOD: FROM: 7/1/2019 TO: 1/31/2020</p> <p>AMENDED TERM: FROM: 7/1/2019 TO: 1/31/2022</p> <p>AMENDED PERIOD: FROM: 7/1/2019 TO: 1/31/2022</p>	<p>CONTRACT FUNDING AMOUNT: <i>(Multi-year – enter total projected amount of the contract; Fixed Term/Simplified Renewal – enter current period amount)</i></p> <p>CURRENT: \$138,145.00</p> <p>AMENDED:</p> <p>FUNDING SOURCES:</p> <p><input checked="" type="checkbox"/> State <input type="checkbox"/> Federal <input type="checkbox"/> Other</p>
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FOR MULTI-YEAR AGREEMENTS ONLY – CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|---|--|
| <p><input type="checkbox"/> Attachment A:</p> <p><input type="checkbox"/> Attachment B:</p> <p><input type="checkbox"/> Attachment C: Work Plan</p> <p><input type="checkbox"/> Attachment D: Payment and Reporting Schedule</p> <p><input type="checkbox"/> Other:</p> | <p><input type="checkbox"/> A-1 Program Specific Terms and Conditions</p> <p><input type="checkbox"/> A-2 Federally Funded Grants</p> <p><input type="checkbox"/> B-1 Expenditure Based Budget</p> <p><input type="checkbox"/> B-2 Performance Based Budget</p> <p><input type="checkbox"/> B-3 Capital Budget</p> <p><input type="checkbox"/> B-1(A) Expenditure Based Budget (Amendment)</p> <p><input type="checkbox"/> B-2(A) Performance Based Budget (Amendment)</p> <p><input type="checkbox"/> B-3(A) Capital Budget (Amendment)</p> |
|---|--|

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

CONTRACTOR:

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

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:

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

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

COUNTY OF _____

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

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

RESOLUTION NO. 190

AMENDING RESOLUTION 45 FOR 2019 REGARDING THE COUNTYWIDE RESILIENCY GRANT PROGRAM

Introduced: 5/11/20

By Audit and Finance Committee:

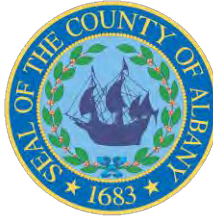
WHEREAS, By Resolution 45 for 2019, this Honorable Body authorized an agreement with the New York State Department of State regarding the acceptance of grant funding related to the Countywide Resiliency Grant Program for the term commencing February 11, 2019 and ending on September 12, 2020, and

WHEREAS, The County Executive has indicated that the New York State Department of State has authorized an extension for the term of grant funding from September 12, 2020 to January 31, 2022, and

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

RESOLVED, By the Albany County Legislature, that Resolution 45 for 2019 is hereby amended to reflect an ending date of January 31, 2022 rather than September 12, 2020, and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

March 4, 2020

Hon. Andrew C. Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

I write to advise that I am appointing Daniel C. Lynch to the Albany Convention Center Authority. Chapter 468 of the Laws of 2004 created the Albany Convention Center Authority, a New York State public benefit corporation charged with providing the City of Albany with the capability to effectively and efficiently develop a new convention facility as a transformational economic development project in the downtown area.

In creating the Authority, this legislation established a nine member authority board. Two of the Authority's board members shall be appointed by the Albany County Executive upon advice and consent of the Albany County Legislature.

Pursuant to this State Law, I am hereby submitting the name of Daniel C. Lynch to the County Legislature for their advice and consent as one of my appointments to the Authority.

Sincerely,


Daniel P. McCoy

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1561, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Appointment of Daniel C. Lynch to Albany Convention Center Authority.

Date: Click or tap here to enter text.
 Submitted By: Click or tap here to enter text.
 Department: Click or tap here to enter text.
 Title: Click or tap here to enter text.
 Phone: Click or tap here to enter text.
 Department Rep.
 Attending Meeting: Click or tap here to enter text.

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

1011

Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

Legislation established an authority board of nine members, two of whom shall be appointed by the Albany County Executive to serve at his pleasure. Therefore, County Executive submits the name of Daniel C. Lynch to serve on the Convention Center Authority board.

RESOLUTION NO. 191

**CONFIRMING THE APPOINTMENT OF A MEMBER OF THE ALBANY
CONVENTION CENTER AUTHORITY**

Introduced: 5/11/20

By Audit and Finance Committee:

WHEREAS, By Chapter 468 of the Laws of 2004, the New York State Legislature created the Albany Convention Center Authority as a State public benefit corporation to design, develop, finance, site, construct and operate a convention facility as a transformational economic development project in the downtown area, and

WHEREAS, The legislation established an authority board of nine members, two of whom shall be appointed by the Albany County Executive upon the advice and consent of the Albany County Legislature, to serve at the pleasure of the County Executive, and

WHEREAS, The County Executive has submitted the name of Daniel C. Lynch to serve on the Albany Convention Center Authority Board, and

WHEREAS, The County Executive has indicated that Mr. Lynch will replace Matthew Cannon who was previously appointed by this Honorable Body, now, therefore be it

RESOLVED, By the Albany County Legislature that the appointment of Daniel C. Lynch of Albany, NY to the Albany Convention Center Authority is hereby confirmed, and, be it further

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

RESOLUTION NO.

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

Introduced: 5/11/20

By Mr. Joyce:

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, June 23, 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.

RESOLUTION NO. 192

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

Introduced: 5/11/20

By Mr. Joyce:

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, June 23, 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.

RESOLUTION NO.

APPOINTMENT OF MEMBERS TO THE ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Introduced: 05/11/20

By Messrs. A. Joyce and Clay:

WHEREAS, It is the pleasure of this Honorable Body that Joseph O'Brien and Theresa M. Ries, having resigned as members of the Albany County Industrial Development Agency, be replaced, and,

RESOLVED, By the Albany County Legislature that Paul M. Engel Jr., of 784 New Scotland Avenue, Albany, New York 12208 be appointed to serve as a member of the Albany County Industrial Development Agency at the pleasure of the Albany County Legislature, and, be it further

RESOLVED, By the Albany County Legislature that Travon T. Jackson, of 170 Winthrop Avenue #1, Albany, New York 12203 be appointed to serve as a member of the Albany County Industrial Development Agency at the pleasure of the Albany County Legislature, and, be it further

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

BIOGRAPHY

Travon T. Jackson was born and raised in South Troy, New York where he graduated from Troy High School. He graduated from Morehouse College in Atlanta, Georgia cum laude with two bachelor's degrees in Economics and Urban Planning before working as an investment banker in Chicago, Illinois. Travon left Chicago 4 years ago to return home and start his charitable development consulting firm BlueLight Development Group. He currently serves as President and Managing Director of BlueLight which is headquartered in Albany, New York.

In his role, Travon manages over \$4 million of capital development projects in the Capital Region including community centers, sports complexes, green spaces, and historic commercial buildings. BlueLight's work is focused exclusively on disadvantaged communities in service of underrepresented groups including people of color and children.

Through this work Travon hopes to reflect the moments of joy in his childhood across a broad spectrum of access for communities and children that need them most.

He currently enjoys spending time with his two pet rabbits, Sarabi and Scar, collecting anime figures, and gardening.

Travon T. Jackson
President and Managing Director
BlueLight Development Group

A handwritten signature in black ink, appearing to read 'Travon T. Jackson', with a large initial 'T' and a period at the end.

BLUELIGHT
DEVELOPING A NEW WORLD

TRAVON T. JACKSON

EDUCATION

MOREHOUSE COLLEGE

ATLANTA, GA

Bachelor of Arts: Urban Planning | Cum Laude

Bachelor of Arts: Economics | Cum Laude

FINANCIAL INDUSTRY REGULATORY AUTHORITY (FINRA)

Series 7: General Securities Representative License

August 18th, 2015

Series 63: Uniform Securities Agent State Law License

August 27th, 2015 THE

RISK MANAGEMENT ASSOCIATION (RMA)

Uniform Credit Analysis Fundamentals: Foundations in Global Cash Flow Concepts

April, 2016

EXPERIENCE

BLUELIGHT DEVELOPMENT GROUP, INC

ALBANY, NY

President and Managing Director | Board of Directors

August 2016 – Present

- ✦ Oversee 501(c)3 development consulting organization with site portfolio under management or control of \$4M+
- ✦ Manage project pipeline of \$11M+ including 150K+ square feet of commercial mixed-use space in the Capital Region of NYS
- ✦ Provide technical assistance and executive leadership for charitable organizations undertaking projects in disadvantaged areas
- ✦ Implement neighborhood planning initiatives through revitalization of public use spaces (community centers, libraries et al.), preservation of properties located in designated historic districts or individually recognized as historic contributing buildings, and service to distressed population groups who have an observable history of systemic exclusion from societal norms

HIGH IMPACT FINANCIAL ANALYSIS, LLC

ALBANY, NY

Managing Underwriter | Commercial Finance

February 2017 – April 2018

- ✦ Established the commercial underwriting division and lead client outreach, management logistics, and deal closing
- ✦ Underwrote \$3M+ of impact capital investments to businesses in the New York City metropolitan area
- ✦ Assisted underwriting of affordable housing development projects including analysis of capital structure, public subsidy, LowIncome Housing Tax Credits, New Markets Tax Credits, PILOT, project-based vouchers, and pro forma performance

NEW YORK BUSINESS DEVELOPMENT CORPORATION

ALBANY,

NY

Underwriter | Commercial Finance

October 2015 – February 2017

- ✦ Successfully led underwriting for 90+ transactions, which received funding and SBA guarantees of \$100M+
- ✦ Underwrote commercial lending projects up to \$5M considering project capitalization, pro-forma financial analyses, and historical and projected operational performance
- ✦ Conducted collateral analyses including discounted loan-to-value and market loan-to-value inclusive of depreciation and prior liens
- ✦ Performed global cash flow analyses for projects including business acquisitions, fixed-asset purchases, and working capital

BMO CAPITAL MARKETS

CHICAGO, IL

Analyst | Corporate Origination of Interest Rate Derivatives

July 2015 – September 2015

- ✦ Provided reoccurring strategy and pricing coverage for private companies with \$80M – \$500M of annual revenue, or assets under management of up to \$4B
- ✦ Designed interest rate hedges, according to principal structures and LIBOR reset schedules, for loan facilities of \$5M – \$100M
- ✦ Valued OTC derivatives and options including LIBOR swaps, floors and caps using Calypso, Bloomberg and Excel
- ✦ Maintained regular valuation updates on hedging structures including mark-to-market, risk exposure and breakage outcomes using Calypso, Adaptiv and Excel
- ✦ Navigated restrictive credit covenants of term loans and designed amortizing LIBOR swaps to maintain hedge structures without triggering default events over 7-year tenors

Analyst | Public Finance and Infrastructure Banking

June 2014 – August 2014, June 2013 – August 2013

- ✦ Monitored orders and analyzed comparable yields during pricing of \$190M Kansas City Board of Public Utilities bond issuance
- ✦ Performed pricing analyses and assisted due diligence on \$162M+ Chicago Park District bond issuance
- ✦ Provided guidance on TIPRA mitigation strategies for South Dakota Conservancy District's \$90M+ pooled loan program RFP
- ✦ Maintained a weekly healthcare comparable deals database using SDC Platinum, TM3 and Excel
- ✦ Researched airport rating methodologies and rating guidance using Standard & Poor's, Fitch and Moody's data ✦ Structured debt maps and refunding analyses using DBC Finance and Excel

HONORS

*Morehouse College Presidential Scholar | NYS Assembly Commendation of Merit | Honorable Harry J. Tutunjian Mayoral Commendation
BMO Capital Markets Rising Leader in Business | Nation's Bank Endowed Scholar | NYS Capital District YMCA Achiever of the Year*

Paul M. Engel Jr.

Education, Civilian / Military

- **Bachelor of Science**, *Excelsior College*, Albany NY, Liberal Studies / Aeronautical Aviation Studies (120 semester hours), January 2012.
- **High School Diploma**, *Bethlehem Central High School*, Delmar NY, class of 1992.
- **Infantry Officer Basic Course**, *United States Army*, Fort Benning, GA, June 2002.
- **Initial Entry Rotary Wing / Officer Basic Course (B206 / UH-1)**, *United States Army Aviation*, Ft. Rucker, AL, March 2003.
- **UH-60A Aircraft Qualification Course**, *EAATS* Fort Indiantown Gap PA, APR 2003.
- **OH-58A/C Aircraft Qualification Course**, *Barnes Army Airfield* Westfield MA, AUG 2007.
- **Combined Logistics Captains Career Course**, *United States Army*, Fort Lee Virginia, NOV 2012
- Currently enrolled in the Command and General Staff Officer's Course (DL), MAR 2019

Military Work Experience

- LC-130H engine mechanic, NYANG 1997-1999.
- Anti-tank platoon, section sergeant, NYARNG 1999-2000.
- Infantry Platoon Leader, NYARNG 2000-2002.
- Aviation, air assault platoon leader, APR 2003 - MAY 2004.
- Executive Officer, HHC, 42d Combat Aviation Brigade, MAY 2004 – SEP 2004.
- Company Commander, HHC 42d Combat Aviation Brigade, Operation Iraqi Freedom III, SEP 2004 – JAN 2007.
- ALSE Officer, Det #1 Co A, 1-224th AVN S&S, MAY 2007 – AUG 2010.
- MEDEVAC Pilot, F Co 1-169th GSAB, AUG 2010 – SEP 2011.
- Air Assault Pilot, B Co 3-142nd AHB, SEP 2011 – JAN 2012.
- Assistant Aviation Officer Det 2, OPS Company, 42d Infantry Division. JAN 2012 – APR 2013
- Chief of Logistics (S4) 3-142d Assault Helicopter Battalion, APR 2013 – APR 2015
- Chief of Logistics (S4) 42nd Combat Aviation Brigade, APR 2015 – AUG 2017
- Commander, B/642nd Aviation Support Battalion (promo to Major), SEP 2017 - Present

** Presently current in the UH-60L as a Day, Night, Night Vision Goggle Pilot-in-Command**

Military Flight Time (B206 / UH-1 / OH-58 / UH-60)

- 1788 hours total time, including Day, Night, NVG (Logbook available for specifics)

OCT 2011, assigned (Active Duty) as the assistant Brigade Logistics Planner (S4) for the 42d Infantry Division Homeland

Response Force (HRF) for FEMA Region II. Duties and responsibilities included planning logistical support for 180 Army & Air Force personnel to augment FEMA and NYS OEM during a natural disaster or attack; managed a fleet of 15 civilian trucks and vans along with 30 military vehicles. Was also responsible to chair intra-agency working groups responsible for keeping the team within budget constraints and recommend courses of action to

Paul M. Engel Jr.

superiors. After Super Storm Sandy hit New York, I quickly transitioned to assuming responsibility of all the military logistics support in the area as the Chief of Logistics (J4) for Task Force Sandy.

AUG 2010, Assigned as the 42d Infantry Division G4 Movement Officer and Logistics Planner for the Chemical, Biological, Radiological, Nuclear and High Yield Explosive (CBRNE) Consequence Management Reaction Force (CCMRF). Duties and responsibilities included formulating a robust plan capable of moving hundreds of pieces of military equipment and vehicles staged at 8 locations throughout NYS in response to a CBRNE event anywhere in the United States. Supervised 6 additional Movement Officers assigned to subordinate units.

JUN 2008 – AUG 2010 Worked full-time (Active duty) for the NYS Counterdrug Task Force as the J3 Air Operations Officer. My responsibilities included coordinating aerial support (OH-58A+) to law enforcement at the federal, state, and local levels for marijuana eradication missions. I was also required to stand up a program of instruction for the law enforcement agents we supported to train officers in aircraft safety and aerial reconnaissance techniques.

Civilian Work Experience (since 1997 breaks signify extended military training / war time service)

- Allied Auto Group – (1993-1994). Temporary position delivering Ford Vehicles to local dealerships.
- ETW Corporation – (1994-1997). Shipping Manager of a tool distribution warehouse.
- United Parcel Service – (1998-2001). Package car delivery driver, assigned to cover 31 routes throughout all of Albany County.
- Bechtel Corporation – (2001 – 2003). Worked as a crane rigger and tractor trailer / low boy driver during the construction of the Athens Generating Plant in Athens NY.
- Teamsters Local 294, Organizer and Political Coordinator – (2006-2008). Responsible for the recruitment and education of new membership. Liaison with elected officials regarding labor issues. Draft contract proposals and assist in the negotiation of public sector highway department contracts.
- Albany County – Deputy Commissioner, Department of Public Works (2013-2014)
- Albany County - Director of Employee Relations (2014-2016)
- Teamsters Local 294 – Field Representative, responsible for the negotiations and enforcement of 46 collective Bargaining Agreements covering over 600 Union members. (2016-Present)

Civilian Flight Time

- Cessna 152 – 13 hours Dual, 0.6 hours solo

Licenses

NYS Class A Commercial Driver License with tanker endorsement.

Commercial Pilot License, rotorcraft with instrument.

Specialized Experience

I have been a qualified UH-60 pilot since APR 2003. Aside from a short hiatus as an OH-58A+ pilot, the majority of my career has been spent in the Blackhawk. In training and in combat, I have assisted in the planning and execution of several air assault missions in both daytime and Night Vision Goggle conditions. Throughout my career, I have been responsible for budget management along with countless risk assessments associated with the safe operation of weapons systems as well as equipment and have supervised / led soldiers during real world combat operations. Along the way I have become an expert in Microsoft Office applications. My duty positions have included Platoon Leader, Company Executive Officer, Assistant Brigade Operations Officer S3, Company Commander (137 Soldiers & Airmen during combat operations, Operation Iraqi Freedom), Battalion Chief of Logistics (S4), Brigade Chief of Logistics (S4), and a Major (O4) level, Company Command (187 Soldiers and Officers) .

Significant Awards

Bronze Star Medal, Army Commendation Medal (2), Global War On Terrorism Expeditionary Medal, Iraq Campaign Medal with campaign star, US Army Senior Aviator Badge.

RESOLUTION NO. 193

APPOINTMENT OF MEMBERS TO THE ALBANY COUNTY INDUSTRIAL DEVELOPMENT AGENCY

Introduced: 5/11/20

By Messrs. A. Joyce and Clay:

WHEREAS, It is the pleasure of this Honorable Body that Joseph O'Brien and Theresa M. Ries, having resigned as members of the Albany County Industrial Development Agency, be replaced, and,

RESOLVED, By the Albany County Legislature that Paul M. Engel Jr., of 784 New Scotland Avenue, Albany, New York 12208 be appointed to serve as a member of the Albany County Industrial Development Agency at the pleasure of the Albany County Legislature, and, be it further

RESOLVED, By the Albany County Legislature that Travon T. Jackson, of 170 Winthrop Avenue #1, Albany, New York 12203 be appointed to serve as a member of the Albany County Industrial Development Agency at the pleasure of the Albany County Legislature, and, be it further

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

RESOLUTION NO.

A RESOLUTION AMENDING RESOLUTION 283 FOR 1992, AS SUBSEQUENTLY AMENDED, TO RESTORE THE COMMITTEE TO FILL VACANCIES IN RESPONSE TO THE COVID-19 RELATED HEALTH EMERGENCY AND UNCERTAINTY IN THE BUDGETARY REALITIES CAUSED BY CURRENT THE GLOBAL PANDEMIC.

Introduced: 05/11/20

By Mr. A. Joyce:

WHEREAS, By Resolution No. 283 for 1992, the Albany County Legislature created a Committee to Fill Vacancies, consisting of a representative from the County Executive's Office, County Comptroller's Office and Office of Employee Relations to determine whether vacant positions then existing or coming into existence should be filled while the County faced a substantial shortfall in revenues generated from local sales taxes due to a national recession, and

WHEREAS, Those same harrowing economic realities exist today as a result of the COVID-19 related global pandemic, and

WHEREAS, As recently as last year, the County and nation were on better economic footing, which caused the previous review of the Committee to Fill Vacancies to lapse, and

WHEREAS, At this critical time, this Honorable Body believes it necessary to take into consideration potential revenue shortfalls prior to the filling of any vacant County positions, and

WHEREAS, This Honorable Body recognizes the need to hire employees to fill critical and necessary positions, however, before a position is available to be filled, the decision to hire needs to be reviewed and approved by the Committee to Fill Vacancies for its approval, and

WHEREAS, Meaningful review of salary lines can occur without the need to place an official freeze on hiring within the County, and

WHEREAS, To sensibly effect such a review and approval process, the Committee to Fill Vacancies, as originally envisioned and set forth, needs to be expanded to include oversight so that the Legislature might perform its budgetary responsibilities to determine whether continued funding of vacant positions is appropriate, now, therefore, be it

RESOLVED, By the Albany County Legislature that the Committee to Fill Vacancies as established in Resolution No. 283 for 1992, and as subsequently amended, is

hereby reestablished to include a representative from the County Executive's Office, County Comptroller's Office and Office of Employee Relations, as voting members, in addition to the Chair of the Legislature and Chairs of the Personnel and Audit & Finance Committees of the Legislature (or their designees) as ex officio non-voting members, so that they may report to their respective bodies the fiscal impact of any vacant positions being filled within the County, and be it further

RESOLVED, That the Committee to Fill Vacancies shall be charged with the review all County Employee line items, except those of the office(s) of elected official(s), regardless of departmental budget location, and be it further

RESOLVED, That the Committee to Fill Vacancies shall take into consideration the fiscal consequences of filling any vacant position until the realities of this economic restlessness are able to be realized, and be it further

RESOLVED, That within sixty days of the adoption of this resolution, the Committee to Fill Vacancies be and hereby is requested to report to the County Legislature the steps taken to reduce the fiscal impact associated with filling vacant positions, and be it further

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

RESOLUTION NO. 194

A RESOLUTION AMENDING RESOLUTION 283 FOR 1992, AS SUBSEQUENTLY AMENDED, TO RESTORE THE COMMITTEE TO FILL VACANCIES IN RESPONSE TO THE COVID-19 RELATED HEALTH EMERGENCY AND UNCERTAINTY IN THE BUDGETARY REALITIES CAUSED BY CURRENT THE GLOBAL PANDEMIC.

Introduced: 5/11/20

By Mr. A. Joyce:

WHEREAS, By Resolution No. 283 for 1992, the Albany County Legislature created a Committee to Fill Vacancies, consisting of a representative from the County Executive's Office, County Comptroller's Office and Office of Employee Relations to determine whether vacant positions then existing or coming into existence should be filled while the County faced a substantial shortfall in revenues generated from local sales taxes due to a national recession, and

WHEREAS, Those same harrowing economic realities exist today as a result of the COVID-19 related global pandemic, and

WHEREAS, As recently as last year, the County and nation were on better economic footing, which caused the previous review of the Committee to Fill Vacancies to lapse, and

WHEREAS, At this critical time, this Honorable Body believes it necessary to take into consideration potential revenue shortfalls prior to the filling of any vacant County positions, and

WHEREAS, This Honorable Body recognizes the need to hire employees to fill critical and necessary positions, however, before a position is available to be filled, the decision to hire needs to be reviewed and approved by the Committee to Fill Vacancies for its approval, and

WHEREAS, Meaningful review of salary lines can occur without the need to place an official freeze on hiring within the County, and

WHEREAS, To sensibly effect such a review and approval process, the Committee to Fill Vacancies, as originally envisioned and set forth, needs to be expanded to include oversight so that the Legislature might perform its budgetary responsibilities to determine whether continued funding of vacant positions is appropriate, now, therefore, be it

RESOLVED, By the Albany County Legislature that the Committee to Fill Vacancies as established in Resolution No. 283 for 1992, and as subsequently amended, is

hereby reestablished to include a representative from the County Executive's Office, County Comptroller's Office and Office of Employee Relations, as voting members, in addition to the Chair of the Legislature and Chairs of the Personnel and Audit & Finance Committees of the Legislature (or their designees) as ex officio non-voting members, so that they may report to their respective bodies the fiscal impact of any vacant positions being filled within the County, and be it further

RESOLVED, That the Committee to Fill Vacancies shall be charged with the review all County Employee line items, except those of the office(s) of elected official(s), regardless of departmental budget location, and be it further

RESOLVED, That the Committee to Fill Vacancies shall take into consideration the fiscal consequences of filling any vacant position until the realities of this economic restlessness are able to be realized, and be it further

RESOLVED, That within sixty days of the adoption of this resolution, the Committee to Fill Vacancies be and hereby is requested to report to the County Legislature the steps taken to reduce the fiscal impact associated with filling vacant positions, 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.