

County of Albany

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



Meeting Agenda

Thursday, November 18, 2021

6:30 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. RESOLUTION NO. 216: AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES
3. RESOLUTION NO. 323: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2021 A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY
4. LOCAL LAW NO. "L" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY

CURRENT BUSINESS:

5. AMENDING THE 2021 SHERIFF'S OFFICE BUDGET: CORRECTIONAL FACILITY
6. AMENDING THE 2021 CORONER'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS
7. AUTHORIZING AN AGREEMENT FOR THE MAINTENANCE AND SUPPORT OF THE COOPERATIVE EXTENSION ASSOCIATION OF ALBANY COUNTY FOR THE YEAR 2022
8. AMENDING THE 2021 STORMWATER COALITION BUDGET: REIMBURSEMENTS
9. AMENDING THE ALBANY COUNTY PROCUREMENT POLICY
10. AUTHORIZING AN AGREEMENT WITH SHI INC. REGARDING EMAIL AND CYBER SECURITY PROTECTION SERVICES
11. AMENDING THE 2021 DEPARTMENT OF SOCIAL SERVICES BUDGET: FEES FOR SERVICES

12. AMENDING THE 2021 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: ADMINISTRATIVE ADJUSTMENTS
13. AUTHORIZING AN AGREEMENT WITH NATIONAL GRID REGARDING A GAS REBATE INCENTIVE PROGRAM FOR THE SHAKER PLACE REHABILITATION AND NURSING CENTER
14. AUTHORIZING THE COUNTY DIRECTOR OF REAL PROPERTY TAX SERVICES TO APPROVE CERTAIN APPLICATIONS MADE FOR CORRECTION OF TAX ROLL ERRORS, REFUNDS, AND CREDITS OF TAXES DURING THE 2022 CALENDAR YEAR WITHOUT PRIOR AUDIT BY THE LEGISLATURE
15. AUTHORIZING A PAYMENT IN LIEU OF TAXES AGREEMENT WITH YELLOW 8, LLC. REGARDING REAL PROPERTY LOCATED AT 518 ELM AVENUE (TAX MAP NO. 109.00-1-4.1) IN THE TOWN OF BETHLEHEM
16. AUTHORIZING A PAYMENT IN LIEU OF TAXES AGREEMENT WITH YELLOW 5, LLC. REGARDING REAL PROPERTY LOCATED AT 2 VAN BUREN BLVD (TAX MAP NO. 50.00-1-14.21) IN THE TOWN OF GUILDERLAND
17. AUTHORIZING A PAYMENT IN LIEU OF TAXES AGREEMENT WITH HELIOS ENERGY NEW YORK 13 LLC. REGARDING REAL PROPERTY LOCATED AT DUNNSVILLE ROAD (TAX MAP NO. 37.00-2-4) IN THE TOWN OF GUILDERLAND
18. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 311 SECOND AVENUE (TAX MAP NO. 76.61-4-25) LOCATED IN THE CITY OF ALBANY
19. AUTHORIZING AN AGREEMENT WITH NEW YORK STATE HOMES AND COMMUNITY RENEWAL TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT FUNDS
20. AUTHORIZING AN AGREEMENT WITH THE ALBANY COUNTY LAND BANK CORPORATION REGARDING THE NEW YORK STATE HOMES AND COMMUNITY RENEWAL TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT

21. APPROVING THE ESTABLISHMENT AND CREATION OF A RETIREMENT CONTRIBUTION RESERVE FUND IN THE ALBANY COUNTY BUDGET
22. APPROVING THE ESTABLISHMENT AND CREATION OF A CAPITAL RESERVE FUND IN THE ALBANY COUNTY BUDGET
23. AMENDING THE 2021 ALBANY COUNTY BUDGET: ADMINISTRATIVE ADJUSTMENTS
24. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES LONGEVITY SCHEDULE

County of Albany

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



Meeting Minutes

Thursday, October 28, 2021

6:30 PM

Held Remotely

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Legislator Wanda F. Willingham, Legislator Matthew T. Peter, William M. Clay, Raymond F. Joyce, David B. Mayo, Joseph E. O'Brien, Lynne Lekakis and Mark E. Grimm

Excused: Paul J. Burgdorf

1. APPROVING PREVIOUS MEETING MINUTES

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

2. RESOLUTION NO. 216: AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES

This proposal was tabled at the request of the Sponsor.

3. RESOLUTION NO. 323: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2021 A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY

This proposal was tabled at the request of the Sponsor.

4. LOCAL LAW NO. "L" FOR 2021: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY

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

CURRENT BUSINESS:**5. AMENDING RESOLUTION NO. 312 FOR 2018 REGARDING CONSTRUCTION SERVICES AT THE SHAKER PLACE REHABILITATION AND NURSING CENTER**

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

6. AUTHORIZING CORRECTIONS OF THE TAX ROLLS FOR THE TOWN OF COLONIE

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

**7. AMENDING THE 2021 WATER PURIFICATION DISTRICT BUDGET:
OVERTIME EXPENSES**

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

**8. AMENDING THE 2021 WATER PURIFICATION DISTRICT BUDGET:
EQUIPMENT REPAIR**

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

**9. DESIGNATING THE ALBANY COUNTY CONVENTION AND VISITORS
BUREAU, INC. AS ALBANY COUNTY'S TOURIST PROMOTION
AGENCY TO RECEIVE TOURISM, ADVERTISING, AND PROMOTION
GRANTS**

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

**10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED
AT 1569 NEW SCOTLAND ROAD (TAX MAP NO. 85.5-1-24) IN THE
TOWN OF BETHLEHEM**

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

RESOLUTION NO. 216

AUTHORIZING A ONE-TIME AMNESTY PERIOD FOR REDUCTION OF INTEREST CHARGED ON DELINQUENT PROPERTY TAXES

Introduced: 6/8/20

By Mr. Commisso:

WHEREAS, The ongoing coronavirus pandemic has greatly impacted the expected revenues for the 2020 Fiscal Year for the County of Albany, which are necessary in order to maintain the functions and services of government that many rely upon, and

WHEREAS, In an effort to reduce the budget deficit facing Albany County, this Honorable Body has proposed to offer a one-time amnesty period to provide taxpayers a brief 90 day period to clear past-due taxes at a lowered interest rate, and

WHEREAS, During the proposed amnesty period, intended to motivate payments, the interest rate on unpaid delinquent taxes will be reduced by half from 1% added per month to .5% added, and

WHEREAS, There is proposed a handling fee of \$100 per property for all properties in which more than \$1,000 is owed in taxes, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to implement a one-time amnesty period from August 1, 2020 to October 31, 2020 for the reduction of interest charged on delinquent property taxes, and, be it further

RESOLVED, That the County Attorney is authorized to approve as to form and content agreements and documents necessary for the implementation of the aforementioned amnesty program, 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.

Referred to Audit and Finance Committee – 6/8/20

RESOLUTION NO. 323

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “L” FOR 2021 A
LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING
UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS
IN HOUSING COURTS IN ALBANY COUNTY**

Introduced: 9/13/21

By Mr. Fein:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “L” for 2021, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY” to be held remotely by the Albany County Legislature at 7:15 p.m. on Tuesday, October 26, 2021, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law and Audit and Finance Committees – 9/13/21

LOCAL LAW NO. “L” FOR 2021

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, ENSURING UNIVERSAL ACCESS TO COUNSEL DURING EVICTION PROCEEDINGS IN HOUSING COURTS IN ALBANY COUNTY

Introduced: 9/13/21

By: Messrs. Fein and Efekoro

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

SECTION 1. TITLE

This local law shall be known as the “Albany County Right to Counsel Act”

SECTION 2. LEGISLATIVE INTENT

While those facing criminal prosecution have a legal right to an attorney, as determined in the Supreme Court case *Gideon v. Wainwright*, those facing eviction are not guaranteed representation. Right to counsel legislation would address a significant imbalance in representation in housing court. In 2018, in landlord tenant cases in Albany City Court, only 2.4% of defendants had counsel while 85.7% of plaintiffs had counsel.

Rent is a significant burden for many individuals in Albany County. The COVID pandemic has exacerbated already deep problems of housing insecurity and has highlighted the struggles many families face. In the City of Albany, 49% of families of color are rent-burdened and 35% of white families are rent burdened (meaning they spent more than 30% of their income on rent).

Right to counsel would strengthen protections for individuals facing eviction, ensuring that they are adequately represented in court. When someone is at risk of losing their housing, they deserve the full hearing in court which only a lawyer is capable of advocating for.

SECTION 3. DEFINITIONS

- (a) Brief legal assistance. The term “brief legal assistance” means individualized legal assistance provided in a single consultation by a designated organization to a covered individual in connection with a covered proceeding.
- (b) Coordinator. The term “coordinator” means the County Attorney.
- (c) Covered individual. The term “covered individual” means a tenant of a rental dwelling unit located in Albany County, including any tenant in a building operated by any housing authority located in Albany County, who is a respondent in a covered proceeding.

- (d) Covered proceeding. The term “covered proceeding” means any summary proceeding in housing court to evict a covered individual, including a summary proceeding to seek possession for the non-payment of rent or a holdover, or an administrative proceeding of any housing authority located in the Albany County for termination of tenancy.
- (e) Designated organization. The term “designated organization” means a not-for-profit organization or association that has the capacity to provide legal services and is designated by the coordinator pursuant to this chapter.
- (f) Full legal representation. The term “full legal representation” means ongoing legal representation provided by a designated organization to an income-eligible individual and all legal advice, advocacy, and assistance associated with such representation. Full legal representation includes, but is not limited to, the filing of a notice of appearance on behalf of the income-eligible individual in a covered proceeding.
- (g) Housing court. The term “housing court” means the housing part of any city, town, or village court located in Albany County.
- (h) Income-eligible individual. The term “income-eligible individual” means a covered individual whose annual gross household income is not in excess of 200 percent of the federal poverty guidelines as updated periodically in the federal register by the United States department of health and human services pursuant to subsection (2) of section 9902 of title 42 of the United States code.
- (i) Legal services. The term “legal services” means brief legal assistance or full legal representation.

SECTION 4. PROVISION OF LEGAL SERVICES

- (a) Subject to appropriation, the coordinator shall establish a program to provide access to legal services for covered individuals in covered proceedings and shall ensure that, no later than January 1, 2022:
 - a. all covered individuals receive access to brief legal assistance no later than their first scheduled appearance in a covered proceeding, or as soon thereafter as is practicable; and
 - b. all income-eligible individuals receive access to full legal representation no later than their first scheduled appearance in a covered proceeding, or as soon thereafter as is practicable.

- (b) The coordinator shall estimate annually the expenditures required for each year of implementation of the programs described by this section. Beginning October 1, 2022 and no later than each October 1 thereafter, the coordinator shall publish a summary of any changes to such estimates for expenditures.
- (c) The coordinator shall annually review the performance of designated organizations.
- (d) The coordinator shall require each designated organization to identify the geographic areas for which such organization will provide legal services. For each such geographic area, the coordinator shall maintain a list of such organizations that provide such legal services.
- (e) Any legal services performed by a designated organization pursuant to this chapter shall not supplant, replace, or satisfy any obligations or responsibilities of such designated organization pursuant to any other program, agreement, or contract.
- (f) Nothing in this chapter or the administration or application thereof shall be construed to create a private right of action on the part of any person or entity against the city or any agency, official, or employee thereof.

SECTION 5. NOTICE AND OUTREACH

- (a) The Sheriff's Office shall provide notice of a covered individual's right to counsel in all eviction notices.
- (b) The coordinator shall set up a hotline to connect covered individuals with legal services and answer questions.

SECTION 6. PUBLIC HEARING

- (a) Following the establishment of the programs described by Section 4, the coordinator shall hold one public hearing each year to receive recommendations and feedback about such programs.
- (b) Such hearing shall be open to the public, and the coordinator shall provide notice of such hearing, no less than 30 days before such hearing, by:
 - a. posting in the housing court in English, Spanish, and any other languages determined by the coordinator;
 - b. posting in public offices of the Department of Social Services in English, Spanish, and any other languages determined by the coordinator; and

- c. outreach through local media and to each designated organization, local elected officials, the supervising judges of housing courts, and community-based organizations.
- (c) At such hearing, written and oral testimony may be provided.
- (d) The coordinator shall cause a transcript of such hearing to be produced and shall post such transcript online no later than 45 days after the meeting.

SECTION 7. REPORTING

No later than January 1, 2022 and annually by each January 1 thereafter, the coordinator shall submit to the county executive and the chairperson of the county legislature, and post online, a review of the program established pursuant to subdivision a of Section 4 and information regarding its implementation, to the extent such information is available, including, but not limited to:

- (a) the estimated number of covered individuals;
- (b) the number of individuals receiving legal services, disaggregated by the following characteristics of such individuals:
 - a. city, town, or village and postal code of residence;
 - b. age of head of household;
 - c. household size;
 - d. estimated length of tenancy;
 - e. approximate household income;
 - f. receipt of ongoing public assistance at the time such legal services were initiated;
 - g. tenancy in housing operated by any housing authority located in Albany County;
- (c) outcomes immediately following the provision of full legal representation, as applicable and available, including, but not limited to, the number of:
 - a. case dispositions allowing individuals to remain in their residence;
 - b. case dispositions requiring individuals to be displaced from their residence; and
 - c. instances where the attorney was discharged or withdrew.
- (d) non-payment and holdover petitions filed in housing court, warrants of eviction issued in housing court, and residential evictions conducted by county sheriff deputies, disaggregated by city or town.

SECTION 8. RULES

The coordinator may promulgate such rules as may be necessary to carry out the purposes of this local law.

SECTION 9. SEVERABILITY.

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

SECTION 10. EFFECTIVE DATE

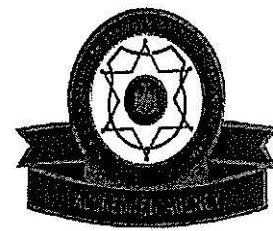
This local law shall take effect upon filing with the Secretary of State.

Referred to Law and Audit and Finance Committees – 9/13/21



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

SHAWN P. NOONAN
CHIEF DEPUTY

LEON A. BORMANN
CHIEF DEPUTY

November 2, 2021

Honorable Andrew L. Joyce
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Re: Budget Transfer Request
Correctional Facility 3150

Andrew L. Joyce
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 transfer funds between line items in the A2 3150, A3150.1 and A3150.4 accounts at the Correctional Facility. This transfer is necessary to meet current and anticipated expenditures at the facility and will be funded by the adopted 2021 operating budget.

In cooperation with the Department of Management and Budget the Sheriff's Office agreed to keep seventy-five (75) Correction Officers vacant in budget line (A93150.19900). There was an additional reduction of 1.7M in the Medical Care Line (A93150.44251) and 300K in Food and Concessions Line (A93150.44253) for the Adopted Budget 2021.

The Covid-19 pandemic has and will continue to impact the Correctional Facility's operating budget while we ensure the safety and security of both staff and our inmate population. The following lines have been impacted; Overtime (A93150.19900) requiring additional housing units for isolation to be opened and manned by Correction Officers, Medical Care (A93150.44251) increase testing & medical supplies for inmate population, Food & Concessions (A93150.44253) increase in food costs for inmate population. Electric (A93150.44101) & Natural Gas (A93150.44104) rising costs due to pandemic.

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

FOR COUNSEL USE
ONLY

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

REQUEST FOR LEGISLATIVE ACTION

DATE: 11/02/21

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)	<u>X</u>
Contract Authorization (See below)	_____
Environmental Impact	_____
Home Rule Request	_____
Property Conveyance	_____
Other: (State briefly if not listed above)	_____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

Increase Account/Line No: A 3150.19900, A 3150.44101, A 3150.44104 A 3150.44251 A 3150.44253

Source of Funds: see attached

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: _____

Date of Adoption: _____

Justification: (State briefly why legislative action is requested)

To transfer funds necessary for current and future expenditures.

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: _____

Title: _____

LEGIS-01 (2/96)

Budget Amendment Spreadsheet

ACCOUNT NO.	RESOLUTION DESCRIPTION	ORIGINAL BUDGET	INCREASE	DECREASE	REVISED BUDGET	DEPARTMENT NAME
A9 3150 19900	Overtime	\$ 1,500,000	\$ 1,700,000	\$	\$ 3,200,000	Correctional Facility
A9 3150 44101	Electric	\$ 278,000	\$ 74,000	\$	\$ 352,000	Correctional Facility
A9 3150 44104	Natural Gas	\$ 200,400	\$ 40,000	\$	\$ 240,400	Correctional Facility
A9 3150 44251	Medical Care	\$ 3,145,112	\$ 324,299	\$	\$ 3,469,411	Correctional Facility
A9 3150 44253	Food & Concessions	\$ 641,626	\$ 181,000	\$	\$ 822,626	Correctional Facility
A9 3150 12319	Drug Interdiction Coordinator	\$ 15,300	\$	\$ 15,300	\$ -	Correctional Facility
A9 3150 14113	Corrections Sgt	\$ 78,297	\$	\$ 36,212	\$ 42,085	Correctional Facility
A9 3150 14113	Corrections Sgt	\$ 78,297	\$	\$ 20,000	\$ 58,297	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 2,000	\$ 63,697	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 2,200	\$ 63,497	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 2,200	\$ 63,497	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 2,400	\$ 63,297	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 2,600	\$ 63,097	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 58,657	\$	\$ 2,900	\$ 55,757	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 58,657	\$	\$ 2,900	\$ 55,757	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 58,657	\$	\$ 2,900	\$ 55,757	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 58,657	\$	\$ 3,000	\$ 55,657	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 51,635	\$	\$ 3,200	\$ 48,435	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 3,400	\$ 62,297	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 4,200	\$ 61,497	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 58,657	\$	\$ 4,400	\$ 54,257	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 58,657	\$	\$ 4,900	\$ 53,757	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 58,657	\$	\$ 5,300	\$ 53,357	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 5,900	\$ 59,797	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 51,635	\$	\$ 7,000	\$ 44,635	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 51,635	\$	\$ 8,200	\$ 43,435	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 9,200	\$ 56,497	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 9,300	\$ 56,397	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 9,400	\$ 56,297	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 53,003	\$	\$ 18,600	\$ 34,403	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 41,059	\$	\$ 21,000	\$ 20,059	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 28,000	\$ 37,697	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 30,600	\$ 35,097	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 65,697	\$	\$ 31,500	\$ 34,197	Correctional Facility
A9 3150 14115	Corrections Officer	\$ 51,635	\$	\$ 34,000	\$ 17,635	Correctional Facility

A9	3150	14115	390198	Corrections Officer	\$	65,697	\$	34,100	\$	31,597	Correctional Facility
A9	3150	14115	390078	Corrections Officer	\$	65,697	\$	34,500	\$	31,197	Correctional Facility
A9	3150	14115	390117	Corrections Officer	\$	58,657	\$	38,000	\$	20,657	Correctional Facility
A9	3150	14115	390142	Corrections Officer	\$	51,635	\$	38,600	\$	13,035	Correctional Facility
A9	3150	14115	390172	Corrections Officer	\$	58,657	\$	40,400	\$	18,257	Correctional Facility
A9	3150	14115	390223	Corrections Officer	\$	65,697	\$	44,200	\$	21,497	Correctional Facility
A9	3150	14115	390204	Corrections Officer	\$	65,697	\$	46,000	\$	19,697	Correctional Facility
A9	3150	14115	390092	Corrections Officer	\$	65,697	\$	46,600	\$	19,097	Correctional Facility
A9	3150	14115	390262	Corrections Officer	\$	65,697	\$	48,000	\$	17,697	Correctional Facility
A9	3150	14115	390220	Corrections Officer	\$	65,697	\$	49,000	\$	16,697	Correctional Facility
A9	3150	14115	390285	Corrections Officer	\$	65,697	\$	50,400	\$	15,297	Correctional Facility
A9	3150	14115	390264	Corrections Officer	\$	65,697	\$	65,697	\$	-	Correctional Facility
A9	3150	19951		Health Insurance Buyout	\$	76,000	\$	40,000	\$	36,000	Correctional Facility
A9	3150	19930		Personal Leave Payout	\$	73,000	\$	12,500	\$	60,500	Correctional Facility
A9	3150	19915		Hazardous Duty Pay	\$	204,750	\$	15,750	\$	189,000	Correctional Facility
A9	3150	19850		Sick Leave Incentive	\$	110,000	\$	13,800	\$	96,200	Correctional Facility
A9	3150	44039		Conference/Training/Tuition	\$	7,020	\$	5,000	\$	2,020	Correctional Facility
A9	3150	44050		Refuse Disposal	\$	82,500	\$	10,000	\$	72,500	Correctional Facility
A9	3150	44103		Fuel	\$	20,000	\$	20,000	\$	-	Correctional Facility
A9	3150	44105		Water	\$	117,000	\$	9,400	\$	107,600	Correctional Facility
A9	3150	44106		Sewer	\$	105,000	\$	22,240	\$	82,760	Correctional Facility

TOTAL APPROPRIATIONS \$2,319,299.00 \$1,019,299.00

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	REVISED BUDGET	DEPARTMENT NAME
A2	3150 02264				
	Jail Facilities - Other Gov't	\$	4,655,875	\$	5,955,875
					Correctional Facility

TOTAL ESTIMATED REVENUES \$0.00 \$1,300,000.00

GRAND TOTALS \$2,319,299.00 \$2,319,299.00

0.00



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY, JR
COMMISSIONER

October 26, 2021

Honorable Andrew Joyce
Chairman, Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Coroner's Office respectfully requests the approval of a Budget Amendment. Due to the continued stresses of the COVID-19 Pandemic and the opioid crisis, the County has seen a sustained increased level of death. This has led to increased costs associated with the transportation and medical examination of those deceased.

If you have any questions or concerns regarding this request, I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

M. David Reilly, Jr.

cc:

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



County of Albany

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

Legislation Text

File #: TMP-2872, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

DMB request on behalf of Coroner's Department to accept budget amendment

Date: 10/26/2021
Submitted By: Christopher Herbert
Department: DMB
Title: Budget Analyst
Phone: 518-447-7046
Department Rep.
Attending Meeting: M. David Reilly

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.: See attached Budget Amendment
Source of Funds: See attached Budget Amendment
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: Various Lines. Please see attached Budget Amendment
Appropriation Amount: \$145,400.00

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) 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.

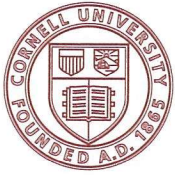
Previous requests for Identical or Similar Action:

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)

Continued and sustained high level of expenses surrounding the transport and examination of deceased due to COVID-19 pandemic and opioid crisis.

APPROPRIATIONS					
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 1185 4 4036	Telephone		\$3,400.00		Coroner
A9 1185 4 4039	Conferences, Training, Tuition		\$2,000.00		Coroner
A9 1185 4 4048	Laboratory Fees and Services		\$65,000.00		Coroner
A9 1420 4 4046	Fees for Services		\$20,000.00		Law
A9 7410 4 4449	Youth Recreation Programming		\$20,000.00		Recreation
A9 3140 4 4049	Special Programs		\$35,000.00		Probation
A9 1185 4 4046	Fees for Services	50,000.00			Coroner
A9 1185 4 4042	Printing and Advertising	200.00			Coroner
A9 1185 4 4065	Photocopier Lease	200.00			Coroner
A9 1185 4 4252	Medical Services/Therapy	95,000.00			Coroner
TOTAL APPROPRIATIONS		\$145,400.00	\$145,400.00		
ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
TOTAL ESTIMATED REVENUES		\$0.00	\$0.00		
GRAND TOTALS		\$145,400.00	\$145,400.00		



Cornell University
Cooperative Extension
Albany County

Lisa V. Godlewski
Association Executive Director
24 Martin Road
Voorheesville, NY 12186
t. 518.765.3500
f. 518.765.2490
e. lav4@cornell.edu
www.ccealbany.com

November 15, 2021

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

Dear Chairman Joyce,

Cornell Cooperative Extension (CCE) requests legislative approval for the 2022 appointment of a legislative member to the CCE Board of Directors. Honorable Christopher Smith of East Berne has been serving and is very committed to this appointment.

I am available to answer any questions that you may have.

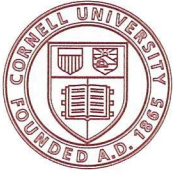
Thank you for your consideration.

Lisa V. Godlewski
Association Executive Director

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

Helping New Yorkers Improve Their Lives and Communities

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.



Cornell University
Cooperative Extension
Albany County

Lisa V. Godlewski
Association Executive Director
24 Martin Road
Voorheesville, NY 12186
t. 518.765.3500
f. 518.765.2490
e. lav4@cornell.edu
www.ccealbany.com

November 15, 2021

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

Dear Chairman Joyce,

Cornell Cooperative Extension requests legislative approval for the 2022 annual contract authorization for the maintenance and support of Cooperative Extension Association of Albany County with the pending approval of the 2022 Albany County Budget.

The Annual Appropriation Amount-	\$ 1,146,129.00
To be paid in four quarterly installments-	\$ 286,532.25
Additional Information:	Total Annual Appropriation includes \$ 246,552.00 for the lease-24 Martin Rd., Voorheesville

I am available to answer any questions that you may have. Thank you.

Lisa V. Godlewski
Lisa V. Godlewski
Association Executive Director

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

Helping New Yorkers Improve Their Lives and Communities

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.



County of Albany

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

Legislation Text

File #: TMP-2934, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing and Agreement for Maintenance and Support of Cornell Cooperative Extension

Date: 11/13/2021
Submitted By: Lisa Godlewski
Department: Cornell Cooperative Extension of Albany County
Title: Executive Director
Phone: 518-765-3500
Department Rep.
Attending Meeting: Lisa Godlewski

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)

Annual Agreement

Contract Terms/Conditions:

Party (Name/address):

24 Martin Road

Voorheesville, NY 12186

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,146,129

Scope of Services: Maintenance and Support of Albany County CCE

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: A 8753 44476

Appropriation Amount: \$1,146,129

Source of Funding - (Percentages)

Federal: 25%

State: 40%

County: 35%

Local: Click or tap here to enter text.

Term

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

Length of Contract: One Year

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Cornell Cooperative Extension requests legislative approval for the 2021 annual contract authorization for the maintenance and support of Cooperative Extension Association of Albany County.

The Annual Appropriation Amount-\$ \$1,146,129

To be paid in four quarterly installments-\$ 286,532.25

Additional Information: Total Annual Appropriation includes \$246,552.00 for the lease-24 Martin Rd., Voorheesville

RESOLUTION NO. 495

AUTHORIZING AN AGREEMENT FOR THE MAINTENANCE AND SUPPORT OF THE COOPERATIVE EXTENSION ASSOCIATION OF ALBANY COUNTY FOR THE YEAR 2021

Introduced: 12/21/20

By Audit and Finance Committee:

WHEREAS, The Cooperative Extension Association of Albany County has been duly organized by and with the consent of Cornell University and is cooperating with the State College of Agriculture and Life Sciences, New York State College of Human Ecology, and New York State College of Veterinary Sciences regarding community resources development, home economics and 4-H in this County and has assumed the local responsibility for educational programs relating to the betterment of individuals, families and communities of Albany County, and

WHEREAS, The State Legislature has provided funds to be expended in Albany County in 2021, and Cornell University has set aside federal funds to be expended for each Cooperative Extension agent in the Agriculture, Home Economics, and Community Resources Development and 4-H Divisions, to assist in paying the salary of each of said agents in each county, now, therefore be it

RESOLVED, By the Albany County Legislature that the sum of \$1,128,491 be appropriated and paid in quarterly installments of \$282,122.75 toward the maintenance of the Cooperative Extension Association of Albany County for the fiscal year beginning January 1, 2021 and ending December 31, 2021, and, be it further

RESOLVED, That the sum includes \$246,552 for a lease agreement with Cornell Cooperative Extension for the use of 20,546 square feet of office and meeting space at the William Rice Extension Center at 24 Martin Road in Voorheesville during 2021, and, be it further

RESOLVED, That the County Executive is authorized to enter into an agreement with the Cooperative Extension Association of Albany County for the term January 1, 2021 through December 31, 2021, and, be it further

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

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



Members

Albany County

City of Albany

Town of
Bethlehem

City of Cohoes

Town of
Colonie

Village of
Green Island

Town of
Guilderland

Village of
Menands

Town of New
Scotland

Village of
Voorheesville

City of
Watervliet

University at
Albany-SUNY

Support

Capital District
Regional Planning
Commission

Stormwater Coalition of Albany County

November 1, 2021

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

Dear Chairman Joyce:

This is a request for legislative action to amend the 2021 Stormwater Coalition budget, as follows:

Increase Miscellaneous Contractual line (8021 44999) by \$15,184.
Decrease Coalition Stormwater Program Tech (8021 12735) by \$11,168.
Decrease State Retirement (8021 89010) by \$2,854.
Decrease Social Security (8021 89030) by \$1,162.

The purpose is to transfer funds to the Miscellaneous Contractual line so that four members of the Stormwater Coalition (Village of Menands, Town of New Scotland, City of Cohoes, and City of Watervliet) can be reimbursed for 2021 dues paid into the Coalition for which they did not receive services.

These services would have been provided by a part time Coalition Stormwater Program Technician, however that individual wasn't hired until August 27, 2021. The amount to be reimbursed represents personnel costs (base salary, social security, and retirement expenses) for pay periods prior to August 27, 2021.

The proposed dollar amount and related budget amendment was approved by the Coalition Board of Directors at their September 17, 2021 meeting.

Should you have any questions, please contact me at 447-5645 or Nancy.Heinzen@albanycountyny.gov.
Thank you for considering this request.

Sincerely,

Nancy Heinzen
Director/Program Coordinator

Cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Esq., Minority Counsel

175 Green Street, Basement, Albany, NY 12207

(518) 447-5645 (voice) • (518) 447-5662 (fax) • www.albanycountystormwater.org



County of Albany

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

Legislation Text

File #: TMP-2902, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment - Administrative Adjustments - Dues 2021 Reimbursement

Date: November 3, 2021
Submitted By: Nancy Heinzen
Department: Stormwater Coalition
Title: Director
Phone: 518-447-5645
Department Rep.
Attending Meeting: Nancy Heinzen

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.: Misc Contractual 8021 44999
Source of Funds: Member Dues
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: Clean Water Act MS4 Stormwater Permit - Program Implementation

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: See attached spreadsheet
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: 100%

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: Resolution 311
Date of Adoption: September 13, 2021

Justification: (state briefly why legislative action is requested)
Click or tap here to enter text.

The purpose of this budget amendment is to transfer funds to the Miscellaneous Contractual line from personnel related lines so that four members of the Stormwater Coalition (Village of Menands, Town of New Scotland, City of Cohoes, and City of Watervliet) can be reimbursed for 2021 dues paid into the Coalition for which they did not receive services.

These services would have been provided by a part time Coalition Stormwater Program Technician, however that individual wasn't hired until August 27, 2021. The amount to be reimbursed represents personnel costs (base salary, social security, and retirement expenses) for pay periods prior to August 27, 2021.

The proposed dollar amount and related budget amendment was approved by the Coalition Board of Directors at their September 17, 2021 meeting.

APPROPRIATIONS						
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	
A 8021	Miscellaneous Contractual	15,184			Stormwater Coalition	
A 8021	Coalition Stormwater Prog Tech		11,168		Stormwater Coalition	
A 8021	State Retirement		2,854		Stormwater Coalition	
A 8021	Social Security		1,162		Stormwater Coalition	
TOTAL APPROPRIATIONS		15,184	15,184			
ESTIMATED REVENUES						
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME	
TOTAL ESTIMATED REVENUES		0	0			
GRAND TOTALS		15,184	15,184			



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

October 15, 2021

Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

This request is for the annual review of the procurement policy and suggested changes to the Professional Services category, which have not been updated since 2004.

Attached are the related documents for your review. If you have any questions, please contact me directly at 447-7149.

Sincerely,

Karen A. Storm

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



County of Albany

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

Legislation Text

File #: TMP-2859, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Annual Review of Procurement Policy with Suggested Updates for Professional Services

Date: October 18, 2021
Submitted By: Karen A. Storm
Department: Purchasing Division
Title: Purchasing
Phone: 518-447-7149
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) Review of Procurement Policy

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)

[Review of Procurement Policy](#)

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: General Municipal Law 103

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:

Not Applicable

Revenue Amount:

Click or tap here to enter text.

Appropriation Account and Line:

Not Applicable

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:

Resolution#225 of 1992, Resolution 243a of 1993, Resolution #252 of 2004, Resolution #357 of 2010, Resolution #232 of 2013, Resolution 204 of 2013, and Resolution #430 of 2017

Date of Adoption:

Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Annual Review of Procurement Policy with Suggested Updates for Professional Services.

Increasing the professional services threshold for one quote to \$9,999.99, to \$49,999.99 for three quotes and above \$50,000.00 a formal Request for Proposals.

ALBANY COUNTY PROCUREMENT POLICY

WHEREAS, Section 104-b of the General Municipal Law (G.M.L.), requires every municipality to adopt internal policies and procedure governing all procurement of goods and services not subject to the bidding requirements of GML, Section 103 or any other law, and

WHEREAS, Comments have been solicited from those officers of the County of Albany involved with procurement, now, therefore, be it

RESOLVED, That the County of Albany does hereby adopt the following procurement policies and procedures:

Every prospective purchase of goods or services shall be evaluated to determine the applicability of GML, Section 103. Every county officer, board, department head or other personnel with the requisite purchasing authority (hereinafter Purchasing Department) shall estimate the cumulative amount of the items of supply or equipment needed in a given fiscal year. That estimate shall include the canvass of other county department and past history to determine the likely yearly value of the commodity to be acquired. The information gathered and conclusions reached shall be documented and kept with the file or other documentation supporting the purchase activity.

Purchases of Commodities, Equipment or Goods:

\$.00 - \$999.99	1 documented telephone price inquiry or written quote
\$1,000.00 - \$3,999.99	Minimum of 2 vendor submitted written, e-mail or facsimile price quotes
\$4,000.00 - \$19,999.99	Minimum of 3 vendor submitted written, e-mail or facsimile price quotes
\$20,000.00 and over	Sealed Bids in conformance with General Municipal Law, Sec. 103

Purchases for Public Works Projects/Contracts:

\$.00 - \$4,999.99	1 documented telephone price inquiry, e-mail, or facsimile price quote
\$5,000.00 - \$34,999.99	Minimum of 3 vendor price requests with written, e-mail or facsimile price quotes
\$35,000.00 and over	Sealed Bids in conformance with General Municipal Law, Sec. 103

3. PROFESSIONAL SERVICES AND CONSULTANTS (RFP):

A.	\$.00 - \$ 9,999.99	Minimum of 1 vendor written price quote with award recommendation being made by the Department Head, and with the approval of the Purchasing Agent and the award being made by County Executive
B.	\$ 10,000 - \$49,999.99	Minimum of three (3) vendor written price quotes with the award recommendation being made by the Department Head, and with the approval of the Purchasing Agent and award being made by the County Executive
C.	\$50,000 and over	Written <u>Request for Proposal</u> with award recommendation by the Department Head with approval from the Purchasing Agent

The Albany County Purchasing Agent shall comply with the open and fair procedures, established by the Albany County Procurement Policy, for the awarding of public contracts for goods and services. The Purchasing Agent shall establish the necessary reports and statistics to ensure that proper implementation of the policies and accountability requirements are met to provide assurance that favoritism or fraud does not occur.

EXCEPTIONS

“A good faith effort shall be made to obtain the required number of proposals or Quotations. If the Purchasing Department is unable to obtain the required number of proposals or quotations, the Purchasing Department shall document the attempt made at obtaining the proposals. In no event shall the inability to obtain the Proposals or quotes be a bar to the procurement.

“Except when directed by the Legislature, no solicitation of written proposals or quotations shall be required under the following circumstances:

- Emergencies;
- Sole source situations;
- Goods purchased from agencies for the blind or severely handicapped;
- Goods purchased from correctional facilities;
- Goods or services purchased from another government agency or public jurisdiction within New York State that provides goods or services to municipal governments;
- Goods purchased from surplus government auction;

- Goods or services purchased for less than \$999.99;
- Mandates requiring Albany County to contract with all qualified providers at a rate established by the federal government or New York State;
- Contracts let by the United States Government (GSA contracts);
- Contracts let by any state or county or political subdivision or district therein if such contract was let in a manner that constitutes competitive bidding consistent with state law and made available for use by other governmental entities;
- Albany County contracts with all qualified and willing providers of a defined social service program under the following departments: Aging, Health, Mental Health, Department for Children Youth and Families or Social Services. Examples of such programs are Early Intervention and the Committee for Preschool Special Education under the New York Department of Education;
- New York State mandates for the provision of a specific service at a pre-established rate and requirements that such service be offered via a state-qualified or state-licensed provider such as Cornell Cooperative Extension and Hudson Valley Community College;
- Contracts as part of a grant process where the contractor is identified as the provider in the grant application;
- Physicians

PURCHASES FROM OTHER THAN THE LOWEST RESPONSIBLE DOLLAR OFFERER

General Municipal Law Section 104-b, Subdivision 2 paragraph (e) requires that the policies and procedures "require justification and documentation of any contract awarded to other than the lowest responsible dollar offerer, setting forth the reasons such an award furthers the purpose of this section."

Any time a purchase is made from other than the lowest responsible vendor or contractor submitting a quotation or proposal, there must be justification and documentation of the reason why the purchase was in the best interest of the County and otherwise further the purposes of GML Section 104-b.

For example, if a vendor submitting the lowest proposal has a history of not making deliveries on time or of delivering goods of inferior quality, such facts might be justification for taking other than the lowest offer, but such decision must be documented with facts and the vendor must be given an opportunity to be heard as to the objection prior to awarding the contract to a different vendor.

WHERE FORMAL BIDDING PROCEDURES ARE NOT REQUIRED BY LAWS OR REGULATION, QUOTATIONS ARE SOLICITED

PROFESSIONAL SERVICES AND CONSULTANTS (QUALIFICATION BASED SELECTION)

As a public owner, Albany County has the right to choose any selection process for professional services, unless restricted by applicable statute. NYS Finance Law, Section 136a, requires all State agencies to procure professional architectural engineering and surveying services using Qualification Based Selection (QBS). Federally funded projects also require utilization of the QBS process for the procurement of professional architectural, engineering and surveying services. NYS General Municipal Law, Section 104-b acknowledges that some services are not best procured by the competitive bid method in that it allows the latitude or option for local governments to adopt separate procurement procedures such as QBS.

Therefore, notwithstanding any previous requirements, in those instances when Albany County receives Federal and State funds to procure Professional Design/Surveying Services, QBS shall be an exception to the RFP process. When utilizing QBS, the County will establish evaluation criteria, solicit statements of qualifications from interested firms, develop a short list of 3 to 5 firms, investigate references, jobs, invite for oral interviews, interview and rank the firms, establish contract terms, ask for a fee proposal and, if agreeable, enter into a formal contract.

The QBS format only applies to services anticipated to exceed \$25,000.00

PROCUREMENT CARD PURCHASES

Albany County recognizes that the use of Procurement Cards is a practical alternative to the use of purchase orders or petty cash for high-volume, low-value purchases. The purpose of the Procurement Card program shall be to streamline and simplify the requisitioning, purchasing and payment process for small dollar transactions.

Therefore, the Albany County Division of Purchasing, after consultation with the County Executive, County Comptroller and Commissioner of Management and Budget, is authorized to implement policies and procedures for the use of Procurement Cards for the purchase of goods or services. Such program shall be designed to shorten the approval process and reduce the paperwork or procurement procedures such as purchase orders, petty cash, check requests and expense reimbursements. Notwithstanding this authority, such policies and procedures must include the following provisions:

1. Each transaction shall be limited to \$250.00. This limit may only be exceeded with prior written approval of the Purchasing Agent or his/her designee. The limit may also be exceeded when used for approved out-of-County travel; however, the limit may only be exceeded for airplane fares, vehicle rental, and other actual travel expenses.
2. Procurement Card(s) may not be used for the following:
 - A. Personal purchases of any kind;
 - B. Cash advances;
 - C. Items requiring technical review or subject to external approval (such as approval of computer equipment purchases);

- D. Items available through Central Supply;
 - E. Travel expenses (except as otherwise noted).
3. Each department which requests Procurement Card(s) must provide:
- A. Written documentation of how each card will be used;
 - B. An estimate of any time and/or monetary savings generated through the use of each Procurement Card(s);
 - C. Written description of the types of transactions that will be made with each Procurement Card(s);
 - D. Identification of the employee who will be authorized to use each Procurement Card and an explanation as to why such employee should be authorized to use a Procurement Card.

Such materials and information must be provided for each Procurement Card issued to a department.

4. The Division of Purchasing shall also develop internal controls for each department to ensure proper use of each Procurement Card(s). These internal controls shall include the following:
- A. Dollar limits on each transactions (not to exceed \$250);
 - B. Total monthly spending limits;
 - C. The number of transactions allowed per specified time period (limit may be daily, weekly or monthly);
 - D. Security measures to prevent theft, loss or unauthorized use, including procedures for obtaining, safeguarding and returning cards;
 - E. A system that tracks expenditures as they occur. Such system must give up-to-date information on purchases and funds expended.
 - F. The types of goods and services that are not authorized for Procurement Card purchases.

Such materials and information must be provided for each Procurement Card issued to a department.

- 5. The issuance of any Procurement Card(s) to a department must be approved by the Commissioner of Management and Budget and the Purchasing Agent.
- 6. Prior to the issuance of any Procurement Cards, Commissioner of Management and Budget and the Purchasing Agent shall determine the maximum number of Procurement Cards that may be issued to each department and the maximum number of Procurement Cards that may be issued.
- 7. Procurement Card(s) must be kept in a secure (locked) location when not in use.
- 8. Only one employee shall be authorized to use each Procurement Card. Such issuance to a specific employee must be approved by the employee's Department Head and the Purchasing Agent. Any unauthorized purchases made with a Procurement Card shall be the responsibility of said employee. Said employee must sign an acknowledgment and disclosure form prior to receiving a Procurement Card.
- 9. All Procurement Card purchases must receive prior approval by the employee's Department Head or his or her designee(s).

10. Any misuse of the Procurement Card or misrepresentation while using a Procurement Card shall require the immediate suspension of all Procurement Card privileges by the relevant department. Any misuse of the Procurement Card or misrepresentation while using a Procurement Card shall be grounds for discipline up to and including termination of employment.
11. Each employee who is authorized to use a Procurement Card must reconcile their Procurement Card statement and purchases at least twice each month in order to verify that all charges are proper and the correct amounts have been charged. The Purchasing Agent shall determine the dates when such reconciliation statements must be submitted. The employee who is authorized to use a Procurement Card and his/her Department Head or his or her designee shall sign the reconciliation statement to indicate approval and that all charges are proper and the correct amounts have been charged. Such reconciliation must include receipts for each use of the Procurement Card and a brief description of the good or service purchased. Original receipts, invoices and credit slips from each purchase must be provided for reconciliation and audits. Photocopies shall not be acceptable. These documents should be attached to the appropriate monthly statement and retained for review. An approved out-of-County travel form must also accompany any receipts for expenses incurred during out-of- County travel. Upon request, an additional detailed and written explanation must be provided for any use of a Procurement Card.
12. It shall be the responsibility of each employee who is authorized to use a Procurement Card to contact the vendor and/or Procurement Card issuer directly regarding any discrepancies between the receipt and statement. The Purchasing Agent and Commissioner of Management and Budget must be notified of any discrepancies.
13. The Department Head and/or the Purchasing Agent may suspend or revoke the privilege of any employee to use a Procurement Card at any time. Further, the Purchasing Agent, with just cause, may suspend the privilege of Procurement Card use for any department. For the purposes of this program, the term, "just cause" includes, but is not limited to, failure to comply with procedures, policies and guidelines regarding the use of Procurement Card(s).
14. The Purchasing Agent shall conduct a periodic review of each Procurement Card and supporting documentation and departmental procedures on a continuous basis to ensure compliance. The Purchasing Agent shall, after consultation with the County Comptroller and Commissioner of Management and Budget, develop and promulgate the practices and procedures for conducting these reviews. Failure to comply or cooperate with an audit may result in the suspension or revocation of the privilege of any employee or department to use Procurement Card(s).
15. In addition to the provisions contained herein and those implemented by the Purchasing Agent, a Department Head may implement additional rules regarding the use of Procurement Cards. Such additional rules shall not supersede those policies and procedures implemented by the Purchasing Agent or contained herein.

E-PROCUREMENT

| The Purchasing Division participates in the ESPG (Empire State Purchasing Group) e-procurement system. This system provides one centralized bidding and registration system for

vendors as a single point of contact with broader access to new business opportunities throughout our community. This new system, developed in conjunction with a local company, BidNet, allows the County and other local municipalities to post invitations to bid, informal quotes, request for proposals, construction notices, addenda and awards all on one centralized system. This type of system will save County taxpayers money, expand economic opportunities for businesses throughout the County, reduce time spent acquiring goods, and improve the customer service levels of the County purchasing function.

USE OF PURCHASE ORDERS INSTEAD OF CONTRACTS

A contract should be used in all instances; however, a purchase order may be used in place of a contract for purchases of basic commodities, equipment or goods.

All professional services and consultants require a contract. Notwithstanding this requirement, a purchase order may be used for professional services and consultants when the price does not exceed \$19,999.99 and at least two of the following exceptions exist: (1) there is an immediate threat or danger to the health and safety of employees and/or citizens; (2) the service is required to respond to a County emergency; or, (3) the service is required to comply with the Americans With Disabilities Act or other law, rule or regulation intended to protect employees in the workplace.

ACCEPTANCE OF ELECTRONIC BIDS

Albany County shall allow Bidders to submit bids electronically pursuant to the dictates of General Municipal Law § 103 as amended by L 2003, ch 62, Part X, §§ 4,5 and the Rules and Regulations governing such bids (including 9 NYCRR §540). Electronic bidders are presumed to understand and comply with their obligations pursuant to these laws and regulations as amended.

The County shall not be held responsible for any problems caused by the receiving device that interrupt, delay or prevent receipt of such electronic bid in a timely fashion or by a failure of the electronic bidder to meet its obligations under Federal, State or local law.

To ensure receipt of an electronic bid, bidders are strongly advised to confirm receipt by the Department of Purchasing.

SALE OF COUNTY SURPLUS PERSONAL PROPERTY

Upon a Department Head making the determination that an item or items of personal property are no longer necessary for public use, the Purchasing Agent may utilize an electronic auctioning service, eBay or equivalent service provider, to dispose of said property without notification of the official publications of the County.

LOCAL LAW NO. "F" FOR 2013 – AUTHORIZING THE AWARD OF PURCHASE CONTRACTS ON THE BASIS OF BEST VALUE CRITERIA PURSUANT TO GENERAL MUNICIPAL AND STATE FINANCE LAW.

PROCEDURES FOR FEDERAL GRANT ADMINISTRATION REQUIREMENTS

Procurement Standards

Albany County does not have a centralized grants department, therefore it is the responsibility of each department obtaining a grant to administer, and be familiar with, all grant documents and requirements. If it is a Federal Grant, the department should immediately notify the Albany County Comptroller's Office, and complete the Single Audit forms sent by the Comptroller's Office every March for inclusion in the County's Single Audit. For purposes of this policy Department Head applies to the individual within a given department who will be responsible for the grant.

Uniform Guidance Compliance Supplement – General Information

The following financial policies have been separately reviewed and approved by the Albany County Legislature. These policies are incorporated into this document by reference. All of the policies below are applicable to Federal grants where appropriate:

Albany County Procurement Policy

Albany County Code of Ethics and Financial Disclosure Law (Local Law No. 8 1992)

Affirmative Action Policy

Uniform Guidance Compliance – Procurement Standards

The type of purchase procedures required depends on the cost of the item(s) being purchased.

Note, the County's procurement policy is more restrictive than the federal purchase methods below, districts must always follow the most restrictive policy.

Sealed Bids (Formal Advertising): For purchases over \$150,000 bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

A complete, adequate, and realistic specification or purchase description is available;

- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publically advertised;
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

- All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- A firm fixed price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals: The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids.

If this method is used, the following requirements apply:

- Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- Proposals must be solicited from an adequate number of qualified sources; and
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

The County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby proposers' qualifications are evaluated and the most qualified proposer is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Contract/Price Analysis: The County performs a cost or price analysis in connection with every procurement action in excess of \$150,000, including contract modifications. 2 C.F.R. § 200.323(a). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the Department Head must come to an independent estimate prior to receiving bids or proposals. 2 C.F.R. § 200.323(a).

When performing a cost analysis, the Department Head negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. 2 C.F.R. § 200.323(b).

The cost plus a percentage of cost and percentage of construction cost methods of contracting must NOT be used.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the County; or
- After solicitation of a number of sources, competition is determined inadequate.

Full and Open Competition

All procurement transactions shall be conducted in a manner providing full and open competition consistent with 2 C.F.R § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

Solicitation Language

The County shall ensure that all solicitations incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R § 200.319(c).

Geographical Preferences Prohibited

The County shall conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Prequalified Lists

The County shall ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the County must not preclude potential bidders from qualifying during the solicitation period.

Full and Open Competition

All procurement transactions must be conducted in a manner providing full and open competition consistent with 2 C.F.R § 200.319. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

Avoiding Acquisition of Unnecessary or Duplicative Items

The County shall avoid the acquisition of unnecessary or duplicative items. Additionally, consideration is given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis must be made of leases versus purchase alternatives, and another other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with federal funds.

Use of Intergovernmental Agreements

To foster greater economy and efficiency, the County enters into state and local intergovernmental agreements where appropriate for procurement or use of common or shared goods and services.

Use of Federal Excess and Surplus Property

The County considers the use of federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

Debarment and Suspension

The County awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The County may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 for commodities, and \$35,000 for public works the County verifies that the vendor with whom the County intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300. This is done by the Department Head by checking on Sam.gov and by completing the Vendor Responsibility Questionnaire.

Maintenance of Procurement Records

The County shall maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the

contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred (to be supplied by the Department Head, as described above).

Settlements of Issues Arising Out of Procurements

The County alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the County of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

Protest Procedures to Resolve Dispute

The County maintains protest procedures to handle and resolve disputes relating to procurements and, in all instances, discloses information regarding the protest to the awarding agency.

Standards of Conduct

In accordance with 2 C.F.R. §200.18(c)(1), the County maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the County may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, unless the gift is an unsolicited item of nominal value.

Bonding requirements §200.325

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the County shall require:

1. A bid guarantee from each bidder equivalent to five percent of the bid price.
2. A performance bond on the part of the contractor for 100 percent of the contract price.
3. A payment bond on the part of the contractor for 100 percent of the contract price.

Contract provisions §200.326

The County's contracts will contain the applicable provisions described in Appendix II to Part 200.



DANIEL P. MCCOY
COUNTY EXECUTIVE

DANIEL LYNCH
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
DIVISION OF INFORMATION SERVICES
112 STATE STREET, ROOM 500
ALBANY, NEW YORK 12207
PHONE: (518) 447-7200 FAX: (518) 447-3000
www.albanycounty.com

M. DAVID REILLY
COMMISSIONER

PERRY J. BLANCHARD
CHIEF INFORMATION OFFICER

October 4, 2021

Honorable Andrew Joyce
Chair, Albany County Legislature
112 State St., Room 710
Albany, NY 12207

Chairman Joyce,

The Division of Information Services is requesting to enter into a 5-year agreement with SHI for the purchase of Barracuda Total Email protection.

The purchase will be through the use of the Sourcewell Technology Contract. The annually billed amount will be \$110,656 for a total 5-year amount of \$553,280.

Please let me know if you have further questions.

Thank you,

Perry J. Blanchard
Chief Information Officer

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



County of Albany

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

Legislation Text

File #: TMP-2797, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Purchase Barracuda Total Email Protection Package for a 5 year term

Date: 10/4/2021
Submitted By: Perry Blanchard
Department: Division of Information Services
Title: CIO
Phone: 518-447-4962
Department Rep.
Attending Meeting: Perry Blanchard/Dave Reilly

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):

SHI

290 Davidson Ave

Somerset, NJ 08873

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

Total: \$553,280 Annual: \$110,656

Scope of Services:
data

Cyber security enhancements for email and Office 365 Cloud-hosted

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: A1680.44021

Appropriation Amount: \$110,656

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) 2/1/2022 - 12/31/2026

Length of Contract: 60 months

Impact on Pending Litigation

Yes ☐ No ☐

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

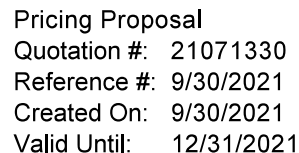
Previous requests for Identical or Similar Action:

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)

Enhance Barracuda cyber security products to include additional protections for email and allow quicker actions to be taken against email containing malware, account takeovers, etc. Additional enhancements include backups of Office 365 cloud hosted data such as Teams, OneDrive and SharePoint.



Inside Account Executive

112 STATE ST
RM 500
ATTN: ACCOUNTS PAYABLE
Albany, NY 12207
United States
Phone: 5184477140
Fax:
Email: Perry.Blanchard@albanycounty.com

290 Davidson Ave.
Somerset, NJ 08873
Phone: (732) 584-8446
Fax: (732) 564-8224
Email: kevin_bock@shi.com

Product

Qty

Your Price

Total

1 Barracuda Total Email Protection - Subscription license - 1 user - hosted
Barracuda - Part#: BTEP
Contract Name: Sourcewell- Technology Catalog Solutions
Contract #: 081419-SHI
Coverage Term: 1/1/2022 – 12/31/2026
Note: Participant ID#: 932

121600

\$4.55

\$553,280.00

Total

\$553,280.00

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY, JR.
COMMISSIONER

November 15, 2021

Honorable Andrew Joyce
Chairman, Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

The Department of Management and Budget, on behalf of the Department of Social Services, requests your approval of this Budget Amendment. Resolution #384, which Management & Budget did on behalf of all departments, moved funds to Insurance lines across the county as many had run negative due to high premiums. For the Social Services Department, too much money was moved away from Fees for Services to address the Insurance line. This Budget Amendment (done in consultation with Social Services) rectifies that error.

If you have any questions or concerns regarding this request, I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

M. David Reilly, Jr.

cc:

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



County of Albany

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

Legislation Text

File #: TMP-2938, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Transfer for Social Svs (presented by DMB)

Date: 11/15/2021
Submitted By: Christopher Herbert
Department: Department of Management & Budget
Title: Budget Analyst
Phone: 518-447-7046
Department Rep.
Attending Meeting: David Reilly, DMB 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.: see attached budget amendment
Source of Funds: see attached
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: NA
Revenue Amount: NA

Appropriation Account and Line: see attached budget amendment
Appropriation Amount: 30,000

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) 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)

After further analysis and consultation with the department, DMB has determined that in the development of a previously submitted budget amendment to address insurance premiums (Resolution #384) the department inadvertently took too much money out of Social Service's Fees for Services Line. This Budget Amendment is meant to correct that mistake.

APPROPRIATIONS					
ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 6010 4 4056	Medicaid Fraud Initiative		\$30,000.00		Social Services
A9 6010 4 4046	Fees for Services	30,000.00			Social Services
TOTAL APPROPRIATIONS		\$30,000.00	\$30,000.00		
ESTIMATED REVENUES					
ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME

TOTAL ESTIMATED REVENUES	\$0.00	\$0.00
GRAND TOTALS	\$30,000.00	\$30,000.00



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

October 27, 2021

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to have our 2021 budget revised, which will permit all budget lines to be appropriately funded.

Due to unexpected expenditures in the areas of overtime, electric, food, insurance and retention, we were forced to make these changes to our budget.

If any additional information is required, please do not hesitate to contact me.

Sincerely,

Larry I. Slatky
Executive Director

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





County of Albany

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

Legislation Text

File #: TMP-2883, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Shaker Place Rehabilitation and Nursing Center 2021 Budget Revisions

Date: October 27, 2021
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-213-8940
Department Rep.
Attending Meeting: Larry I. Slatky

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☒ Contractual
- ☒ Equipment
- ☐ Fringe
- ☒ Personnel
- ☒ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: see attachment

Source of Funds: see attachment

Title Change: N/A

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):

Shaker Place Rehabilitation and Nursing Center

100 Heritage Lane

Albany, New York 12211

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1,120,813.00

Scope of Services: Shaker Place is requesting to revise its 2021 budget to make the necessary adjustments to ensure all budget lines are properly funded. These adjustments/revisions once implemented will be budget neutral.

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: see attachment

Appropriation Amount: \$1,120,813.00

Source of Funding - (Percentages)

Federal: 0

State: 0

County: 100

Local: 0

Term

Term: (Start and end date) 1/1/2021-12/31/2021

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: 309

Date of Adoption: 9/13/2021

Justification: (state briefly why legislative action is requested)

Shaker Place is making certain budget amendments to provide for adequate funding for positions and supplies. To fund these changes we have provided reductions to certain personnel and equipment lines.

ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020	12122	640023 Head Nurse		\$ 41,622	\$ 22,036	Shaker Place Rehabilitation and Nursing Center
NH6020	12122	640031 Head Nurse		\$ 50,926	\$ 12,732	Shaker Place Rehabilitation and Nursing Center
NH6020	12122	640032 Head Nurse		\$ 42,846	\$ 20,812	Shaker Place Rehabilitation and Nursing Center
NH6020	13132	640155 Licensed Practical Nurse		\$ 32,881	\$ 10,961	Shaker Place Rehabilitation and Nursing Center
NH6020	13132	640185 Licensed Practical Nurse		\$ 37,612	\$ 12,538	Shaker Place Rehabilitation and Nursing Center
NH6020	13134	640167 LPN Part Time		\$ 5,000	\$ 3,620	Shaker Place Rehabilitation and Nursing Center
NH6020	13134	640178 LPN Part Time		\$ 10,000	\$ 7,240	Shaker Place Rehabilitation and Nursing Center
NH6020	13134	640179 LPN Part Time		\$ 10,000	\$ 7,240	Shaker Place Rehabilitation and Nursing Center
NH6020	13134	640181 LPN Part Time		\$ 12,930	\$ 4,310	Shaker Place Rehabilitation and Nursing Center
NH6020	13134	640183 LPN Part Time		\$ 12,930	\$ 4,310	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640228 Nursing Assistant		\$ 14,000	\$ 13,862	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640230 Nursing Assistant		\$ 11,657	\$ 16,205	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640236 Nursing Assistant		\$ 15,653	\$ 12,209	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640266 Nursing Assistant		\$ 20,896	\$ 6,966	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640274 Nursing Assistant		\$ 14,000	\$ 13,862	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640278 Nursing Assistant		\$ 15,000	\$ 14,902	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640286 Nursing Assistant		\$ 18,029	\$ 9,833	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640291 Nursing Assistant		\$ 14,562	\$ 13,300	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640298 Nursing Assistant		\$ 16,782	\$ 11,080	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640301 Nursing Assistant		\$ 14,948	\$ 12,914	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640316 Nursing Assistant		\$ 20,896	\$ 6,966	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640317 Nursing Assistant		\$ 22,426	\$ 7,476	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640319 Nursing Assistant		\$ 13,215	\$ 14,647	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640333 Nursing Assistant		\$ 20,896	\$ 6,966	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640336 Nursing Assistant		\$ 11,389	\$ 16,473	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640369 Nursing Assistant		\$ 6,000	\$ 5,145	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640392 Nursing Assistant		\$ 14,903	\$ 12,959	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640393 Nursing Assistant		\$ 13,674	\$ 14,188	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640404 Nursing Assistant		\$ 23,715	\$ 7,905	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640784 Nursing Assistant		\$ 14,000	\$ 13,862	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640790 Nursing Assistant		\$ 20,896	\$ 6,966	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640797 Nursing Assistant		\$ 20,896	\$ 6,966	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640810 Nursing Assistant		\$ 20,896	\$ 6,966	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	640817 Nursing Assistant		\$ 20,896	\$ 6,966	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640424 Nursing Assistant PT		\$ 4,000	\$ 7,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640426 Nursing Assistant PT		\$ 8,000	\$ 3,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640438 Nursing Assistant PT		\$ 5,000	\$ 6,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640448 Nursing Assistant PT		\$ 2,000	\$ 9,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640449 Nursing Assistant PT		\$ 8,000	\$ 3,139	Shaker Place Rehabilitation and Nursing Center

NH6020	15114	640958	Nursing Assistant PT		\$	8,000	\$	3,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640959	Nursing Assistant PT		\$	8,000	\$	3,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640960	Nursing Assistant PT		\$	8,000	\$	3,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640961	Nursing Assistant PT		\$	8,000	\$	3,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640962	Nursing Assistant PT		\$	8,000	\$	3,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15114	640964	Nursing Assistant PT		\$	6,000	\$	5,139	Shaker Place Rehabilitation and Nursing Center
NH6020	15120	640471	Clinical Assistant		\$	24,202	\$	8,068	Shaker Place Rehabilitation and Nursing Center
NH6020	15151	641015	Occupational Therapy Assistant		\$	27,825	\$	9,275	Shaker Place Rehabilitation and Nursing Center
NH6020	15291	640499	Activity Leader		\$	19,740	\$	6,581	Shaker Place Rehabilitation and Nursing Center
NH6020	15293		Activities Assistant	\$	2,434			13,985	Shaker Place Rehabilitation and Nursing Center
NH6020	16206		Clerk I	\$	6,122			6,122	Shaker Place Rehabilitation and Nursing Center
NH6020	16615	640570	Messenger			13,500	\$	12,939	Shaker Place Rehabilitation and Nursing Center
NH6020	18008	640597	Assistant Cook		\$	19,352	\$	6,451	Shaker Place Rehabilitation and Nursing Center
NH6020	18009	640965	Assistant Cook PT		\$	8,000	\$	3,796	Shaker Place Rehabilitation and Nursing Center
NH6020	18009	640966	Assistant Cook PT		\$	8,000	\$	3,796	Shaker Place Rehabilitation and Nursing Center
NH6020	18013	640606	Supervising Food Service Helper		\$	25,361	\$	8,454	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640611	Food Service Helper		\$	15,000	\$	8,458	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640612	Food Service Helper		\$	14,000	\$	9,458	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640617	Food Service Helper		\$	21,499	\$	7,167	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640633	Food Service Helper		\$	17,000	\$	6,458	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640634	Food Service Helper		\$	10,000	\$	13,458	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640636	Food Service Helper		\$	21,432	\$	7,145	Shaker Place Rehabilitation and Nursing Center
NH6020	18016	640640	Food Service Helper		\$	21,930	\$	7,310	Shaker Place Rehabilitation and Nursing Center
NH6020	18017	640667	Food Service Helper PT		\$	15,000	\$	5,050	Shaker Place Rehabilitation and Nursing Center
NH6020	19900		Overtime	\$	350,000		\$	2,350,000	Shaker Place Rehabilitation and Nursing Center
NH6020	19922		Retention Stipend	\$	95,000		\$	95,000	Shaker Place Rehabilitation and Nursing Center
NH6020	19952		Compensatory Time Payout	\$	44,000		\$	190,000	Shaker Place Rehabilitation and Nursing Center
NH6020	22050		Computer Equipment			15,000	\$	60,000	Shaker Place Rehabilitation and Nursing Center
NH6020	22610		Nursing Equipment		\$	50,000	\$	117,000	Shaker Place Rehabilitation and Nursing Center
NH6020	22620		Dietary Equipment		\$	24,000	\$	16,000	Shaker Place Rehabilitation and Nursing Center
NH6020	22650		Housekeeping Equipment		\$	20,000	\$	30,000	Shaker Place Rehabilitation and Nursing Center
NH6020	44024		Housekeeping Uniforms		\$		\$	75,000	Shaker Place Rehabilitation and Nursing Center
NH6020	44037		Insurance	\$	25,000		\$	634,656	Shaker Place Rehabilitation and Nursing Center
NH6020	44069		Other Medical Services	\$	315,000		\$	1,383,195	Shaker Place Rehabilitation and Nursing Center
NH6020	44070		Equipment Repair and Rental	\$	80,757		\$	70,000	Shaker Place Rehabilitation and Nursing Center
NH6020	44101		Electric	\$	15,000		\$	310,000	Shaker Place Rehabilitation and Nursing Center
NH6020	44253		Dietary	\$	150,000		\$	825,000.00	Shaker Place Rehabilitation and Nursing Center
NH6020	44254		Uniforms		25,000.00		\$	42,500.00	Shaker Place Rehabilitation and Nursing Center
			TOTAL APPROPRIATIONS		1,120,813.00	1,120,813.00			

ACCOUNT NO.	RESOLUTION DESCRIPTION	ESTIMATED REVENUES			DEPARTMENT NAME
		DECREASE	INCREASE	UNIT COST	
	TOTAL ESTIMATED REVENUES	0.00	0.00		
	GRAND TOTAL	1,120,813.00	1,120,813.00		



Daniel P. McCoy
County Executive

Larry I. Slatky
Executive Director

October 26, 2021

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to enter into an agreement with National Grid that permits us to participate in their gas efficiency program.

Shaker Place has completed the necessary paperwork for our submission for the gas rebate and will be receiving a gas rebate check in the amount of \$67,564.00. We are requesting approval to enter into the agreement with National Grid for the gas efficiency program (attached).

We respectfully request approval for this agreement and to receive the rebate of \$67,564.00 that will be applied to the gas budget line that will offset expenses. Thank you for your consideration.

Sincerely,

Larry I. Slatky
Executive Director

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





County of Albany

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

Legislation Text

File #: TMP-2868, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

National Grid Gas Rebate Incentive Program

Date: October 26, 2021
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: Larry I. Slatky
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

☐ 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)

Energy Efficiency Rebate for gas usage

Contract Terms/Conditions:

Party (Name/address):

National Grid

300 Erie Boulevard, West C-3

Syracuse, New York 13202

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$67,564.00

Scope of Services: Shaker Place Rehabilitation and Nursing Center will be receiving a rebate from National Grid for the reduction of gas usage due to the new equipment that was installed, such as boilers, building envelop and kitchen equipment.

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: NH6020 44104

Appropriation Amount: -\$67,564.00

Source of Funding - (Percentages)

Federal: 0

State: 0

County: 0

Local: 0

Term

Term: (Start and end date) 11/1/2021 - 6/30/2022

Length of Contract: 8 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)

Shaker Place will be receiving a rebate for the reduction of gas. The gas amount of the rebate is known at this time and stated above. We are requesting to apply this rebate to the gas appropriation budget line to offset gas usage/expense.

National Grid Gas Efficiency Program
 300 Erie Boulevard, West, C-3
 Syracuse, NY 13202
 Phone: 1-855-236-7052

nationalgrid

October 19, 2021

Project Information		Site Information
Gas Billing Account #	8,179,937,107	Shaker Place Rehab & Nursing Center 780 ALBANY-SHAKER RD ALBANY NY 12211
App Reference #		
Initiated Date:	10/19/2021	
Application #	13099802	

Andy Lucarelli
 Shaker Place Rehab & Nursing C
 780 ALBANY-SHAKER RD
 ALBANY NY 12211

RE: Incentive Offer - National Grid Commercial and Industrial Natural Gas Efficiency Program

Dear Andy Lucarelli:

We are pleased to offer an incentive for the proposed energy saving measure(s) at the site referenced above. The total incentive and related scope of work are summarized on page two.

To take advantage of this offer, please follow these steps:

1) Accept

To accept this offer and reserve funding, please complete and sign the attached Acceptance Form and Minimum Requirements Document. Both forms must be returned to National Grid within 90 days of the date of this letter.

The signed Acceptance Form serves as your acknowledgement of this offer letter, and confirms your intention to proceed with some or all of the project(s) outlined on page 2. The Minimum Requirements Document summarizes the equipment and operational specifications required to qualify for the incentive. All terms and conditions outlined in this letter apply.

2) Install

Installation may begin as soon as the Acceptance Form and Minimum Requirements Document are returned to National Grid.

Please notify National Grid if construction cannot be completed within the timeframe identified or the project is revised or terminated. Any revised projects will be re-evaluated. An extension will be granted, if warranted; and the incentive offer will be adjusted accordingly.

3) Post Inspect and Document

Prior to issuing the incentive, National Grid will inspect the completed project as per the Minimum Requirements Document. Please call your National Grid Representative when the energy efficiency measures are installed and ready for post inspection.

National Grid reserves the right to photograph and/or document the installation for purposes of general public awareness, to conduct limited prearranged site visits, and to access non-proprietary data regarding the actual energy performance of

Thank you for participating in the National Grid Gas Efficiency Program. We look forward to working with you.

Sincerely,

Daniel Merrill

National Grid Representative

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

nationalgrid

October 19, 2021

Acceptance Form Form must be completed in its entirety.

Facility Name : Shaker Place Rehab & Nursing Center National Grid Gas Application 13099802

Installation Address : 780 ALBANY-SHAKER RD

City: ALBANY

State: NY

Zip : 12211

Gas Billing Account # 8,179,937,107

Reference #

Contact Name : Andy Lucarelli

Business Phone # 518-869-2231

Email :

* Federal Tax ID # _____ Check One ☐ Incorporated ☐ Not Incorporated ☐ Exempt

* Please provide a copy of IRS Form W-9 that coincides with Federal Tax ID # listed above

Description of Measure	1st Year Therms Savings	Quantity	Rate per Unit	Incentive Offer
Custom Hydronic Boiler	31,264			\$37,516.00
Total	31,264			\$37,516.00

Payee Information (Incentive Check will be mailed to this address.)

Payee Name : _____

Mailing Address : _____

City : _____ State : _____ Zip Code : _____ Phone # _____

Installation Contractor Information

Contractor Name : _____

Street : _____

City : _____

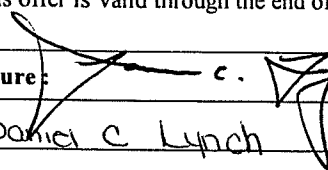
State : _____

Zip Code : _____

Phone : _____

Email : _____

By signing this Acceptance Form, I am acknowledging receipt of the offer letter and confirm my intention to proceed with some or all of the project(s) outlined above. I am aware of and agree to the Terms & Conditions and Minimum Requirements Document(s). This offer is valid through the end of the project completion date provided below, or until program funds are depleted.

Customer Signature : 	Job Title and Company : Deputy County Executive
Printed Name : Daniel C Lynch	Date : 10/21/2021

Estimated Project Start Date : _____

Estimated Project Completion Date : _____

Return signed document to :

Your National Grid Representative

Or

National Grid Gas Efficiency Program

300 Erie Boulevard, West, C-3

Syracuse, NY 13202

1-855-236-7052

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

nationalgrid

October 19, 2021

TERMS AND CONDITIONS for NY Commercial/Industrial Energy Efficiency Measures (EEMs)

Subject to these terms and conditions ("Terms and Conditions"), under the Commercial & Industrial Gas Efficiency Program ("Program") Niagara Mohawk Power Corporation d/b/a National Grid (the "Company" or "National Grid") will pay incentives to eligible customers for the installation of Energy Efficiency Measures ("EEMs") described in the Program Materials (as defined below).

1. INCENTIVES

The Company will only pay incentives for the specific EEMs listed on the front of this Application (as defined below). There will be no incentive payments for substitute EEMs. All EEM installations must be installed in compliance with state and local code requirements and by qualified, properly licensed contractors.

2. CUSTOMER ELIGIBILITY

National Grid gas customers are eligible if they are firm tariff gas customers on a qualifying commercial rate code that pays the System Benefits Charge (SBC), and they are directly responsible for the payment of the Company's energy bills for the facility in which they conduct business (hereinafter the "Customer"). Issuance of incentives for completed Applications is contingent upon program funding availability and will be paid only for qualifying EEM installations completed between 01/01/2021 and 12/31/2021. Applications must be post marked by 12/31/2021. Equipment must be installed at the installation address listed on this application. Customers may not receive multiple incentives for the same EEM from other System Benefits Charge ("SBC") funded New York State Utilities or NYSEDA.

3. INCENTIVE APPLICATION

The Customer is responsible for completing all required Customer, equipment/EEM and contractor information on the Custom Incentive Application (the "Application"). Applications will not be processed if they are not properly completed.

4. INCENTIVE AMOUNTS

The Company will provide incentives for approved EEM(s), equal to the incentive amount indicated in the Program Materials and within this Application. The Company will not provide incentives more than 50% of the cost of the EEM(s) and will limit the incentive amounts at \$100,000 per project per account.

5. POST-INSTALLATION WORK VERIFICATION

The Company reserves the right to perform a verification of the installation of EEM(s). If the Company determines that the EEM(s) was/were not installed in a manner that is consistent with Program guidelines and applicable state and local code requirements, the Company will not pay the incentive and may require that the installation be modified before making any incentive payments. The cost of such modifications shall be the responsibility of the Customer.

6. PROOF OF COST OF INSTALLATION

The Customer shall submit, with its Application, copies of all itemized invoices documenting the installation (including all materials, labor and equipment invoices) which reflect the actual cost of purchasing and installing the EEM(s). In addition, the Company or its contractual Vendor (the "Vendor") may request any other reasonable documentation or verification of the date of installation or the cost to the Customer of purchasing and installing the EEM(s). The Application and documentation shall be provided to the equipment inspector prior to the time of verification of the installation of EEM(s).

7. PAYMENT

The Company shall make incentive payments to its Customers within approximately 45 days of satisfactory installation verification.

8. PROGRAM MATERIALS

The Customer must comply with the instructions in the Program Material in order to obtain National Grid incentives on approved EEMs. "Program Materials" means the information provided by National Grid, including, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other literature regarding the Program ("Program Materials").

9. INSTALLATION SERVICE COSTS

The Company, through its Vendor, will recognize material and installation actual costs reasonably incurred by the Customer.

10. INDEMNIFICATION/RELEASE

(a) The Customer shall indemnify, defend and hold harmless the Company, its affiliates and the Company's and its affiliates' respective contractors (including the Vendor), officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of or in connection with the Program except to the extent caused by the negligence or willful misconduct of the Indemnified Parties. (b) To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Indemnified Parties from all obligations and for any and all liability or claims associated with the this Program, the equipment/EEM(s), and the work or services of the Customer's contractor, the performance of the equipment/EEM(s), and these Terms and Conditions except to the extent such claims result from the negligence or willful misconduct of the Indemnified Parties.

11. WARRANTY DISCLAIMER/LIABILITY

(a) The Company and the Vendor do not endorse, guarantee or warrant any particular contractor, manufacturer, product or other item in connection with the Program (including third party warranties); (b) The Company and the Vendor do not make any representation of any kind regarding the results to be achieved by the equipment/EEM(s) or the adequacy or safety of such equipment/EEM(s); (c) In no event shall the Company be liable to the Customer for any special, indirect, incidental, penal, punitive

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or consequential damages of any nature in connection with the use of this website or participation in this Program; and (d) The Company is not responsible for any tax liability which may be imposed as a result of receipt of the incentives by the Customer.

12. LIMITED SCOPE REVIEW

The scope of review by the Company and the Vendor and their equipment installation inspector is limited solely to determining whether incentives are payable. It does not include any kind of safety review and should not be relied upon as one.

13. MODIFICATION and TERMINATION

National Grid shall, in its sole discretion, limit participation by any Customer, and deny or terminate, in its sole discretion, at any time, participation by any Customer. National Grid may, in its sole discretion, at any time and without notice, terminate these Terms and Conditions and/or the Customer's participation in the Program. Program expenditures, requirements and eligibility, and these Terms and Conditions, may be terminated, canceled or modified by National Grid at any time without notice.

14. CONTRACTOR INSURANCE

The Company and the Vendor are not responsible for any damage that may be caused by or arise out of the installation of any equipment/EEM(s). It is the Customer's responsibility to select contractors with adequate insurance coverage.

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The Customer hereby authorizes the Company to release their energy use information under the Program to Company's and SBC program administrators and/or designees, and understands that customer information will be kept confidential and used only for the purpose of determining program eligibility and energy savings.

16. ENERGY CREDITS AND ATTRIBUTES

Other than the energy cost savings realized by Customer, the Company is entitled to 100% of the benefits and rights associated with the EEMs and the Program under any regional initiative or federal, state or local law, program or regulation, and Customer waives, and agrees not to seek, any right to the same. When all other program terms and conditions are met, National Grid reserves the right to claim and report any gas energy savings associated with this application with or without incentive payments to the customer or their designated payee.

17. GENERAL PROVISIONS

These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling. There shall be no amendment to these Terms and Conditions or any Program Materials unless such is made by National Grid.

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Project Information		Site Information
Gas Billing Account #	8,179,937,107	ALBANY CO NURSING HOME-8179937107 Exterior Doors 780 ALBANY-SHAKER RD ALBANY NY 12211
App Reference #		
Initiated Date:	10/20/2021	
Application #	13099816	

Andy Lucarelli
 ALBANY CO NURSING HOM
 780 ALBANY-SHAKER RD
 ALBANY NY 12211

RE: Incentive Offer - National Grid Commercial and Industrial Natural Gas Efficiency Program

Dear Andy Lucarelli:

We are pleased to offer an incentive for the proposed energy saving measure(s) at the site referenced above. The total incentive and related scope of work are summarized on page two.

To take advantage of this offer, please follow these steps:

1) Accept

To accept this offer and reserve funding, please complete and sign the attached Acceptance Form and Minimum Requirements Document. Both forms must be returned to National Grid within 90 days of the date of this letter.

The signed Acceptance Form serves as your acknowledgement of this offer letter, and confirms your intention to proceed with some or all of the project(s) outlined on page 2. The Minimum Requirements Document summarizes the equipment and operational specifications required to qualify for the incentive. All terms and conditions outlined in this letter apply.

2) Install

Installation may begin as soon as the Acceptance Form and Minimum Requirements Document are returned to National Grid.

Please notify National Grid if construction cannot be completed within the timeframe identified or the project is revised or terminated. Any revised projects will be re-evaluated. An extension will be granted, if warranted; and the incentive offer will be adjusted accordingly.

3) Post Inspect and Document

Prior to issuing the incentive, National Grid will inspect the completed project as per the Minimum Requirements Document. Please call your National Grid Representative when the energy efficiency measures are installed and ready for post inspection.

National Grid reserves the right to photograph and/or document the installation for purposes of general public awareness, to conduct limited prearranged site visits, and to access non-proprietary data regarding the actual energy performance of

Thank you for participating in the National Grid Gas Efficiency Program. We look forward to working with you.

Sincerely,

Daniel Merrill

National Grid Representative

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

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Acceptance Form Form must be completed in its entirety.

Facility Name : ALBANY CO NURSING HOME-81799 National Grid Gas Application 13099816

Installation Address : 780 ALBANY-SHAKER RD

City: ALBANY

State: NY

Zip : 12211

Gas Billing Account # 8,179,937,107

Reference #

Contact Name : Andy Lucarelli

Business Phone # 518-869-2231

Email :

* Federal Tax ID # _____ Check One ☐ Incorporated ☐ Not Incorporated ☐ Exempt

* Please provide a copy of IRS Form W-9 that coincides with Federal Tax ID # listed above

Description of Measure	1st Year Therms Savings	Quantity	Rate per Unit	Incentive Offer
Window-Other	108			\$129.00
Total	108			\$129.00

Payee Information (Incentive Check will be mailed to this address.)

Payee Name : _____

Mailing Address : _____

City : _____ State : _____ Zip Code : _____ Phone # _____

Installation Contractor Information

Contractor Name : _____

Street : _____

City : _____

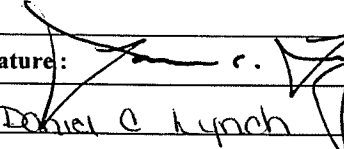
State : _____

Zip Code : _____

Phone : _____

Email : _____

By signing this Acceptance Form, I am acknowledging receipt of the offer letter and confirm my intention to proceed with some or all of the project(s) outlined above. I am aware of and agree to the Terms & Conditions and Minimum Requirements Document(s). This offer is valid through the end of the project completion date provided below, or until program funds are depleted.

Customer Signature: 	Job Title and Company: Deputy County Executive
Printed Name: Daniel C. Lynch	Date: 10/21/2021

Estimated Project Start Date : _____

Estimated Project Completion Date : _____

Return signed document to :

Your National Grid Representative

Or

National Grid Gas Efficiency Program

300 Erie Boulevard, West, C-3

Syracuse, NY 13202

1-855-236-7052

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Syracuse, NY 13202
Phone: 1-855-236-7052

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TERMS AND CONDITIONS for NY Commercial/Industrial Energy Efficiency Measures (EEMs)

Subject to these terms and conditions ("Terms and Conditions"), under the Commercial & Industrial Gas Efficiency Program ("Program") Niagara Mohawk Power Corporation d/b/a National Grid (the "Company" or "National Grid") will pay incentives to eligible customers for the installation of Energy Efficiency Measures ("EEMs") described in the Program Materials (as defined below).

1. INCENTIVES

The Company will only pay incentives for the specific EEMs listed on the front of this Application (as defined below). There will be no incentive payments for substitute EEMs. All EEM installations must be installed in compliance with state and local code requirements and by qualified, properly licensed contractors.

2. CUSTOMER ELIGIBILITY

National Grid gas customers are eligible if they are firm tariff gas customers on a qualifying commercial rate code that pays the System Benefits Charge (SBC), and they are directly responsible for the payment of the Company's energy bills for the facility in which they conduct business (hereinafter the "Customer"). Issuance of incentives for completed Applications is contingent upon program funding availability and will be paid only for qualifying EEM installations completed between 01/01/2021 and 12/31/2021. Applications must be post marked by 12/31/2021. Equipment must be installed at the installation address listed on this application. Customers may not receive multiple incentives for the same EEM from other System Benefits Charge ("SBC") funded New York State Utilities or NYSEERDA.

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5. POST-INSTALLATION WORK VERIFICATION

The Company reserves the right to perform a verification of the installation of EEM(s). If the Company determines that the EEM(s) was/were not installed in a manner that is consistent with Program guidelines and applicable state and local code requirements, the Company will not pay the incentive and may require that the installation be modified before making any incentive payments. The cost of such modifications shall be the responsibility of the Customer.

6. PROOF OF COST OF INSTALLATION

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7. PAYMENT

The Company shall make incentive payments to its Customers within approximately 45 days of satisfactory installation verification.

8. PROGRAM MATERIALS

The Customer must comply with the instructions in the Program Material in order to obtain National Grid incentives on approved EEMs. "Program Materials" means the information provided by National Grid, including, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other literature regarding the Program ("Program Materials").

9. INSTALLATION SERVICE COSTS

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(a) The Customer shall indemnify, defend and hold harmless the Company, its affiliates and the Company's and its affiliates' respective contractors (including the Vendor), officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of or in connection with the Program except to the extent caused by the negligence or willful misconduct of the Indemnified Parties. (b) To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Indemnified Parties from all obligations and for any and all liability or claims associated with the this Program, the equipment/EEM(s), and the work or services of the Customer's contractor, the performance of the equipment/EEM(s), and these Terms and Conditions except to the extent such claims result from the negligence or willful misconduct of the Indemnified Parties.

11. WARRANTY DISCLAIMER/LIABILITY

(a) The Company and the Vendor do not endorse, guarantee or warrant any particular contractor, manufacturer, product or other item in connection with the Program (including third party warranties); (b) The Company and the Vendor do not make any representation of any kind regarding the results to be achieved by the equipment/EEM(s) or the adequacy or safety of such equipment/EEM(s); (c) In no event shall the Company be liable to the Customer for any special, indirect, incidental, penal, punitive

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or consequential damages of any nature in connection with the use of this website or participation in this Program; and (d) The Company is not responsible for any tax liability which may be imposed as a result of receipt of the incentives by the Customer.

12. LIMITED SCOPE REVIEW

The scope of review by the Company and the Vendor and their equipment installation inspector is limited solely to determining whether incentives are payable. It does not include any kind of safety review and should not be relied upon as one.

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The Company and the Vendor are not responsible for any damage that may be caused by or arise out of the installation of any equipment/EEM(s). It is the Customer's responsibility to select contractors with adequate insurance coverage.

15. CONFIDENTIALITY

The Customer hereby authorizes the Company to release their energy use information under the Program to Company's and SBC program administrators and/or designees, and understands that customer information will be kept confidential and used only for the purpose of determining program eligibility and energy savings.

16. ENERGY CREDITS AND ATTRIBUTES

Other than the energy cost savings realized by Customer, the Company is entitled to 100% of the benefits and rights associated with the EEMs and the Program under any regional initiative or federal, state or local law, program or regulation, and Customer waives, and agrees not to seek, any right to the same. When all other program terms and conditions are met, National Grid reserves the right to claim and report any gas energy savings associated with this application with or without incentive payments to the customer or their designated payee.

17. GENERAL PROVISIONS

These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling. There shall be no amendment to these Terms and Conditions or any Program Materials unless such is made by National Grid.

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October 19, 2021

Project Information		Site Information
Gas Billing Account #	8,179,937,107	Shaker Place Rehab & Nursing Center 780 ALBANY-SHAKER RD ALBANY NY 12211
App Reference #		
Initiated Date:	10/19/2021	
Application #	13099804	

Andy Lucarelli
 Shaker Place Rehab & Nursing C
 780 ALBANY-SHAKER RD
 ALBANY NY 12211

RE: Incentive Offer - National Grid Commercial and Industrial Natural Gas Efficiency Program

Dear Andy Lucarelli:

We are pleased to offer an incentive for the proposed energy saving measure(s) at the site referenced above. The total incentive and related scope of work are summarized on page two.

To take advantage of this offer, please follow these steps:

1) Accept

To accept this offer and reserve funding, please complete and sign the attached Acceptance Form and Minimum Requirements Document. Both forms must be returned to National Grid within 90 days of the date of this letter.

The signed Acceptance Form serves as your acknowledgement of this offer letter, and confirms your intention to proceed with some or all of the project(s) outlined on page 2. The Minimum Requirements Document summarizes the equipment and operational specifications required to qualify for the incentive. All terms and conditions outlined in this letter apply.

2) Install

Installation may begin as soon as the Acceptance Form and Minimum Requirements Document are returned to National Grid.

Please notify National Grid if construction cannot be completed within the timeframe identified or the project is revised or terminated. Any revised projects will be re-evaluated. An extension will be granted, if warranted; and the incentive offer will be adjusted accordingly.

3) Post Inspect and Document

Prior to issuing the incentive, National Grid will inspect the completed project as per the Minimum Requirements Document. Please call your National Grid Representative when the energy efficiency measures are installed and ready for post inspection.

National Grid reserves the right to photograph and/or document the installation for purposes of general public awareness, to conduct limited prearranged site visits, and to access non-proprietary data regarding the actual energy performance of

Thank you for participating in the National Grid Gas Efficiency Program. We look forward to working with you.

Sincerely,

Daniel Merrill

National Grid Representative

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

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Acceptance Form Form must be completed in its entirety.

Facility Name : Shaker Place Rehab & Nursing Center National Grid Gas Application 13099804

Installation Address : 780 ALBANY-SHAKER RD

City: ALBANY

State: NY

Zip : 12211

Gas Billing Account # 8,179,937,107

Reference #

Contact Name : Andy Lucarelli

Business Phone # 518-869-2231

Email :

* Federal Tax ID # _____ Check One ☐ Incorporated ☐ Not Incorporated ☐ Exempt

* Please provide a copy of IRS Form W-9 that coincides with Federal Tax ID # listed above

Description of Measure	1st Year Therms Savings	Quantity	Rate per Unit	Incentive Offer
Ventilation-Other	18,842			\$22,610.00
Total	18,842			\$22,610.00

Payee Information (Incentive Check will be mailed to this address.)

Payee Name : _____

Mailing Address : _____

City : _____ State : _____ Zip Code : _____ Phone # _____

Installation Contractor Information

Contractor Name : _____

Street : _____

City : _____

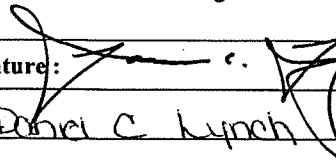
State : _____

Zip Code : _____

Phone : _____

Email : _____

By signing this Acceptance Form, I am acknowledging receipt of the offer letter and confirm my intention to proceed with some or all of the project(s) outlined above. I am aware of and agree to the Terms & Conditions and Minimum Requirements Document(s). This offer is valid through the end of the project completion date provided below, or until program funds are depleted.

Customer Signature: 	Job Title and Company: Deputy County Executive
Printed Name: Daniel C. Lynch	Date: 10/21/2021

Estimated Project Start Date : _____

Estimated Project Completion Date : _____

Return signed document to :

Your National Grid Representative

Or

National Grid Gas Efficiency Program

300 Erie Boulevard, West, C-3

Syracuse, NY 13202

1-855-236-7052

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

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October 19, 2021

TERMS AND CONDITIONS for NY Commercial/Industrial Energy Efficiency Measures (EEMs)

Subject to these terms and conditions ("Terms and Conditions"), under the Commercial & Industrial Gas Efficiency Program ("Program") Niagara Mohawk Power Corporation d/b/a National Grid (the "Company" or "National Grid") will pay incentives to eligible customers for the installation of Energy Efficiency Measures ("EEMs") described in the Program Materials (as defined below).

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Project Information		Site Information
Gas Billing Account #	8,179,937,107	Shaker Place Rehab & Nursing Center 780 ALBANY-SHAKER RD ALBANY NY 12211
App Reference #		
Initiated Date:	10/19/2021	
Application #	13099803	

Andy Lucarelli
 Shaker Place Rehab & Nursing C
 780 ALBANY-SHAKER RD
 ALBANY NY 12211

RE: Incentive Offer - National Grid Commercial and Industrial Natural Gas Efficiency Program

Dear Andy Lucarelli:

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2) Install

Installation may begin as soon as the Acceptance Form and Minimum Requirements Document are returned to National Grid.

Please notify National Grid if construction cannot be completed within the timeframe identified or the project is revised or terminated. Any revised projects will be re-evaluated. An extension will be granted, if warranted; and the incentive offer will be adjusted accordingly.

3) Post Inspect and Document

Prior to issuing the incentive, National Grid will inspect the completed project as per the Minimum Requirements Document. Please call your National Grid Representative when the energy efficiency measures are installed and ready for post inspection.

National Grid reserves the right to photograph and/or document the installation for purposes of general public awareness, to conduct limited prearranged site visits, and to access non-proprietary data regarding the actual energy performance of

Thank you for participating in the National Grid Gas Efficiency Program. We look forward to working with you.

Sincerely,

Daniel Merrill

National Grid Representative

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

nationalgrid

October 19, 2021

Acceptance Form Form must be completed in its entirety.

Facility Name : Shaker Place Rehab & Nursing Center National Grid Gas Application 13099803

Installation Address : 780 ALBANY-SHAKER RD

City: ALBANY

State: NY

Zip : 12211

Gas Billing Account # 8,179,937,107

Reference #

Contact Name : Andy Lucarelli

Business Phone # 518-869-2231

Email :

* Federal Tax ID # _____ Check One ☐ Incorporated ☐ Not Incorporated ☐ Exempt

* Please provide a copy of IRS Form W-9 that coincides with Federal Tax ID # listed above

Description of Measure	1st Year Therms Savings	Quantity	Rate per Unit	Incentive Offer
Other	6,091			\$7,309.00
Total	6,091			\$7,309.00

Payee Information (Incentive Check will be mailed to this address.)

Payee Name : _____

Mailing Address : _____

City : _____ State : _____ Zip Code : _____ Phone # _____

Installation Contractor Information

Contractor Name : _____

Street : _____

City : _____

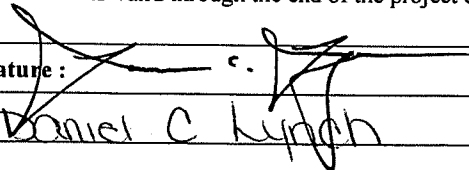
State : _____

Zip Code : _____

Phone : _____

Email : _____

By signing this Acceptance Form, I am acknowledging receipt of the offer letter and confirm my intention to proceed with some or all of the project(s) outlined above. I am aware of and agree to the Terms & Conditions and Minimum Requirements Document(s). This offer is valid through the end of the project completion date provided below, or until program funds are depleted.

Customer Signature : 	Job Title and Company : Deputy County Executive
Printed Name : Daniel C Lynch	Date : 10/21/2021

Estimated Project Start Date : _____

Estimated Project Completion Date : _____

Return signed document to :

Your National Grid Representative

Or

National Grid Gas Efficiency Program

300 Erie Boulevard, West, C-3

Syracuse, NY 13202

1-855-236-7052

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

nationalgrid

October 19, 2021

TERMS AND CONDITIONS for NY Commercial/Industrial Energy Efficiency Measures (EEMs)

Subject to these terms and conditions ("Terms and Conditions"), under the Commercial & Industrial Gas Efficiency Program ("Program") Niagara Mohawk Power Corporation d/b/a National Grid (the "Company" or "National Grid") will pay incentives to eligible customers for the installation of Energy Efficiency Measures ("EEMs") described in the Program Materials (as defined below).

1. INCENTIVES

The Company will only pay incentives for the specific EEMs listed on the front of this Application (as defined below). There will be no incentive payments for substitute EEMs. All EEM installations must be installed in compliance with state and local code requirements and by qualified, properly licensed contractors.

2. CUSTOMER ELIGIBILITY

National Grid gas customers are eligible if they are firm tariff gas customers on a qualifying commercial rate code that pays the System Benefits Charge (SBC), and they are directly responsible for the payment of the Company's energy bills for the facility in which they conduct business (hereinafter the "Customer"). Issuance of incentives for completed Applications is contingent upon program funding availability and will be paid only for qualifying EEM installations completed between 01/01/2021 and 12/31/2021. Applications must be post marked by 12/31/2021. Equipment must be installed at the installation address listed on this application. Customers may not receive multiple incentives for the same EEM from other System Benefits Charge ("SBC") funded New York State Utilities or NYSEDA.

3. INCENTIVE APPLICATION

The Customer is responsible for completing all required Customer, equipment/EEM and contractor information on the Custom Incentive Application (the "Application"). Applications will not be processed if they are not properly completed.

4. INCENTIVE AMOUNTS

The Company will provide incentives for approved EEM(s), equal to the incentive amount indicated in the Program Materials and within this Application. The Company will not provide incentives more than 50% of the cost of the EEM(s) and will limit the incentive amounts at \$100,000 per project per account.

5. POST-INSTALLATION WORK VERIFICATION

The Company reserves the right to perform a verification of the installation of EEM(s). If the Company determines that the EEM(s) was/were not installed in a manner that is consistent with Program guidelines and applicable state and local code requirements, the Company will not pay the incentive and may require that the installation be modified before making any incentive payments. The cost of such modifications shall be the responsibility of the Customer.

6. PROOF OF COST OF INSTALLATION

The Customer shall submit, with its Application, copies of all itemized invoices documenting the installation (including all materials, labor and equipment invoices) which reflect the actual cost of purchasing and installing the EEM(s). In addition, the Company or its contractual Vendor (the "Vendor") may request any other reasonable documentation or verification of the date of installation or the cost to the Customer of purchasing and installing the EEM(s). The Application and documentation shall be provided to the equipment inspector prior to the time of verification of the installation of EEM(s).

7. PAYMENT

The Company shall make incentive payments to its Customers within approximately 45 days of satisfactory installation verification.

8. PROGRAM MATERIALS

The Customer must comply with the instructions in the Program Material in order to obtain National Grid incentives on approved EEMs. "Program Materials" means the information provided by National Grid, including, without limitation, Program guidelines and requirements, application forms, terms and conditions, and other literature regarding the Program ("Program Materials").

9. INSTALLATION SERVICE COSTS

The Company, through its Vendor, will recognize material and installation actual costs reasonably incurred by the Customer.

10. INDEMNIFICATION/RELEASE

(a) The Customer shall indemnify, defend and hold harmless the Company, its affiliates and the Company's and its affiliates' respective contractors (including the Vendor), officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity) arising out of or in connection with the Program except to the extent caused by the negligence or willful misconduct of the Indemnified Parties. (b) To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Indemnified Parties from all obligations and for any and all liability or claims associated with the this Program, the equipment/EEM(s), and the work or services of the Customer's contractor, the performance of the equipment/EEM(s), and these Terms and Conditions except to the extent such claims result from the negligence or willful misconduct of the Indemnified Parties.

11. WARRANTY DISCLAIMER/LIABILITY

(a) The Company and the Vendor do not endorse, guarantee or warrant any particular contractor, manufacturer, product or other item in connection with the Program (including third party warranties); (b) The Company and the Vendor do not make any representation of any kind regarding the results to be achieved by the equipment/EEM(s) or the adequacy or safety of such equipment/EEM(s); (c) In no event shall the Company be liable to the Customer for any special, indirect, incidental, penal, punitive

National Grid Gas Efficiency Program
300 Erie Boulevard, West, C-3
Syracuse, NY 13202
Phone: 1-855-236-7052

nationalgrid

October 19, 2021

or consequential damages of any nature in connection with the use of this website or participation in this Program; and (d) The Company is not responsible for any tax liability which may be imposed as a result of receipt of the incentives by the Customer.

12. LIMITED SCOPE REVIEW

The scope of review by the Company and the Vendor and their equipment installation inspector is limited solely to determining whether incentives are payable. It does not include any kind of safety review and should not be relied upon as one.

13. MODIFICATION AND TERMINATION

National Grid shall, in its sole discretion, limit participation by any Customer, and deny or terminate, in its sole discretion, at any time, participation by any Customer. National Grid may, in its sole discretion, at any time and without notice, terminate these Terms and Conditions and/or the Customer's participation in the Program. Program expenditures, requirements and eligibility, and these Terms and Conditions, may be terminated, canceled or modified by National Grid at any time without notice.

14. CONTRACTOR INSURANCE

The Company and the Vendor are not responsible for any damage that may be caused by or arise out of the installation of any equipment/EEM(s). It is the Customer's responsibility to select contractors with adequate insurance coverage.

15. CONFIDENTIALITY

The Customer hereby authorizes the Company to release their energy use information under the Program to Company's and SBC program administrators and/or designees, and understands that customer information will be kept confidential and used only for the purpose of determining program eligibility and energy savings.

16. ENERGY CREDITS AND ATTRIBUTES

Other than the energy cost savings realized by Customer, the Company is entitled to 100% of the benefits and rights associated with the EEMs and the Program under any regional initiative or federal, state or local law, program or regulation, and Customer waives, and agrees not to seek, any right to the same. When all other program terms and conditions are met, National Grid reserves the right to claim and report any gas energy savings associated with this application with or without incentive payments to the customer or their designated payee.

17. GENERAL PROVISIONS

These Terms and Conditions shall be interpreted and enforced according to the laws of the State of New York. In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling. There shall be no amendment to these Terms and Conditions or any Program Materials unless such is made by National Grid.

New York Electric and Gas Commercial and Industrial Program Minimum Requirements Document

nationalgrid

Customer Name	Albany County Nursing Home	EI or D2	D2
Location	100 Heritage Lane, Albany, New York 12211	Gas Application #	13099802
EEM	Boilers	Electric Application #	N/A

This document is to be completed by a National Grid Technical Sales and Support Energy Engineer or designated Technical Assistance Contractor to specify herein minimum equipment specifications and operational requirements of the proposed system. These requirements shall address the criteria necessary to achieve the demand and energy savings calculated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance (use additional sheets if necessary). These requirements must be met before the Company's incentives are paid.

Post Inspection	EQUIPMENT DESCRIPTION: Provide a list of equipment or materials installed as part of this project. Include mfr, model, HP, kW, efficiency ratings, etc. Verify installation of (6) P-K Sonic SC-4000 high efficiency natural gas fired hot water heaters, each with 3,840 mbh output rating and 96% efficiency rating.
------------------------	---

P-K SONIC[®]
 Boiler Models SC-3000 & SC-4000
Natural Gas, Liquid Propane, or Dual Fuel with NURO Control
PATTERSON-KELLEY[™]

Rep Name: _____	Email: _____
Phone Number: _____	Date: ____ / ____ / ____

The technical drawing shows three views of the boiler: front, side, and rear. Dimensions are provided in inches and millimeters. Key components labeled include: A (Combustion Air Inlet), C (Condensate Drain), E (Exhaust Vent), G1 (Propane Gas), G2 (Natural Gas), J (Wiring Junction Boxes), P1 (Pressure Relief Valve), P2 (Pressure Relief Valve), R (Boiler Return, Victaulic clamp), S (Boiler Supply, Victaulic clamp), X (Anchor Bolt Locations), and various pipe sizes like 1/2\"

Primary dimensions are in inches. The secondary dimensions, [in brackets], are in millimeters.

This SONIC boiler requires Category IV venting (condensing positive pressure) or Category II venting* (condensing negative pressure as defined in ANSI Z223.1/NFPA 54/CSPA-B.149 latest edition).

*Category I venting must include the optional combustion air damper.

BOILER CONNECTIONS		MODEL SELECTION	
A Combustion Air Inlet	1 1/2\"	Boilers	□ SC-3000 □ SC-4000
C Condensate Drain	3/4\"	Fuel Options	□ NG □ DUAL FUEL □ LP
E Exhaust Vent	10"	Min Inlet Gas Pressure	□ NG □ LP □ NG □ LP
G1 Propane Gas	1-1/2\" NPT-F	Max Inlet Gas Pressure	3.5\" w.c. 7.0\" w.c. 3.5\" w.c. 7.0\" w.c.
G2 Natural Gas	2\" NPT-F	Max Input (BTU/hr)	3,000,000 4,000,000
J Wiring Junction Boxes	Inside cabinet	Max Output (BTU/hr)	2,507,000 3,840,000
P1 Pressure Relief Valve	see list for options	Boiler HP	86.9 114.7
P2 Pressure Relief Valve	see list for options	Min Input (BTU/hr)	581,400 768,000
R Boiler Return, Victaulic clamp	4\" pipe, grooved	Turndown Ratio	5:1 5:1
S Boiler Supply, Victaulic clamp	4\" pipe, grooved	Blowback Weight †	2045 lbs. 2095 lbs.
X Anchor Bolt Locations	(6) 3/16\" Bolt Holes	Boiler Water Content	35 gallons
		Shipping Dimensions	36\" x 28\" x 31\" (HxWxD)
		Power Supply	□ 208/240V 3ph 60 Hz □ 208/240V 3ph 60 Hz
		Operating Current	□ 440/480V 3ph 60 Hz < 20 Amperes
		Recommended Minimum Circuit Capacity	20 Amperes

† Meet 100 lbs. in the listed values when considering a dual fuel model.

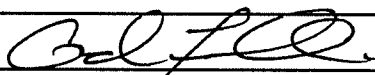
ASME SECTION IV DESIGN DATA		PRESSURE RELIEF VALVE-PRESSURE-TEMPERATURE GAUGE	
ASME CSO-1 is standard	SC-3000 SC-4000	□ 30 PSIG 1-1/2\" x 2"	□ 100 psig 3/8-240°F
Complies with GE GAP (R) guidelines GAP A.1.0 and GAP A.1.3		□ 50 PSIG 1-1/4\" x 1-1/4"	□ 100 psig 3/8-240°F
ISM Global 6-4 Section 1.0		□ 60 PSIG 1-1/4\" x 1-1/4"	□ 100 psig 3/8-240°F
Main Gas Train with Dual Shut-off		□ 75 PSIG 1-1/4\" x 1-1/4"	□ 240 psig 3/8-240°F
Integrated Boiler Control, NURO Series		□ 80 PSIG 1-1/4\" x 1-1/4"	□ 240 psig 3/8-240°F
Operating Temperature, 42°-195°F (5.6°-91°C)		□ 100 PSIG 1\" x 1-1/4"	□ 240 psig 3/8-240°F
High Limit Thermal, Manual Reset, 100°-191°F (38°-92°C)		□ 125 PSIG 1\" x 1"	□ 240 psig 3/8-240°F
High Exhaust Back Pressure Switch		□ 150 PSIG 1\" x 1"	□ 240 psig 3/8-240°F
LWCO/Flow Switch, Paddle Type & LWCO, Probe Type			
Combustion Air Proving Switch, Differential Pressure Type			
Combustion Blower, Variable Speed, 2500 Watt			

RECOMMENDED CLEARANCE FOR SERVICE ACCESS	
Front - 32"	Rear - 12"
Top - 12"	Left Side - 12"
Right Side - 12"	

Note:
-Victaulic is a registered trademark of Victaulic Company, Exton PA, USA
-Patterson-Kelley reserves the right to make changes at any time without notification.
-Dual fuel models are not designed to fire both fuels simultaneously.

Post Inspection	SEQUENCE OF OPERATION: Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc) or any other required operating parameters.
Yes ☐ No ☐	Boilers shall operate during wintertime, between the months of October and May when the outside air temperature is less than 55°F.
Post Inspection	DOCUMENTATION: List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.
Yes ☐ No ☐	Vendor shall provide O&M manuals and specification sheets of installed equipment, necessary warranty paperwork, and all related incentive paperwork to the client.
Post Inspection	POST INSTALLATION M&V or COMMISSIONING: Provide a list of trending requirements to verify proper system operation. Trends should document operational sequences, setpoints and scheduling of equipment as described in the TA or TR study. For projects with M&V required, National Grid will adjust the incentive to reflect the final M&V data, which can increase or decrease the incentive amount. National Grid will report savings consistent with final M&V report.
Yes ☐ No ☐	Not applicable.
Post Inspection	OTHER REQUIRMENTS: Describe any requirements for demolition, removal, etc. of existing equipment. Inspection by National Grid is required in order to receive the Company's incentive. Please ensure safe access to our personnel performing the inspection. We appreciate your cooperation.
Yes ☐ No ☐	Where applicable, existing equipment should be removed from service and scrapped in an environmentally safe manner.

The pre-approved incentive is subject to National Grid's post installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation, as the change in design and operation may impact the available incentive.

James Marchione Digitally signed by James Marchione Date: 2021.10.15 09:25:04 -04'00'	October 15, 2021		10/25/2021
National Grid Technical Sales and Support Energy Engineer	Date	Customer Signature – Acceptance of Terms	Date

----- POST INSPECTION ACKNOWLEDGEMENT -----

National Grid Representative	Date	Customer Signature – Post Inspection	Date

New York Electric and Gas Commercial and Industrial Program Minimum Requirements Document

nationalgrid

Customer Name	Albany County Nursing Home	El or D2	D2
Location	100 Heritage Lane, Albany, New York 12211	Gas Application #	13099803
EEM	Building Envelope Insulation	Electric Application #	N/A

This document is to be completed by a National Grid Technical Sales and Support Energy Engineer or designated Technical Assistance Contractor to specify herein minimum equipment specifications and operational requirements of the proposed system. These requirements shall address the criteria necessary to achieve the demand and energy savings calculated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance (use additional sheets if necessary). These requirements must be met before the Company's incentives are paid.

Post Inspection	EQUIPMENT DESCRIPTION: Provide a list of equipment or materials installed as part of this project. Include mfr, model, HP, kW, efficiency ratings, etc.
Yes ☐ No ☐	Verify installation of roof insulation (U-0.026) including fastening/taper/etc. as necessary, for a total of 75,436 sqft. (See A-003 drawing provided by the design team). Verify installation of wall insulation (U-0.022) including new sheetrock, paint, patch, etc as necessary, for a total of 75,436 sqft. (See A-003 drawing provided by the design team).
Post Inspection	SEQUENCE OF OPERATION: Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc) or any other required operating parameters.
Yes ☐ No ☐	Not applicable.
Post Inspection	DOCUMENTATION: List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.
Yes ☐ No ☐	Vendor shall provide O&M manuals and specification sheets of installed equipment, necessary warranty paperwork, and all related incentive paperwork to the client.
Post Inspection	POST INSTALLATION M&V or COMMISSIONING: Provide a list of trending requirements to verify proper system operation. Trends should document operational sequences, setpoints and scheduling of equipment as described in the TA or TR study. For projects with M&V required, National Grid will adjust the incentive to reflect the final M&V data, which can increase or decrease the incentive amount. National Grid will report savings consistent with final M&V report.
Yes ☐ No ☐	Not applicable.
Post Inspection	OTHER REQUIREMENTS: Describe any requirements for demolition, removal, etc. of existing equipment. Inspection by National Grid is required in order to receive the Company's incentive. Please ensure safe access to our personnel performing the inspection. We appreciate your cooperation.
Yes ☐ No ☐	Where applicable, existing equipment should be removed from service and scrapped in an environmentally safe manner.

The pre-approved incentive is subject to National Grid's post installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation, as the change in design and operation may impact the available incentive.

James Marchione Digitally signed by James Marchione Date: 2021.10.15 09:30:08 -04'00'	October 15, 2021		10/25/2021
National Grid Technical Sales and Support Energy Engineer	Date	Customer Signature – Acceptance of Terms	Date

POST INSPECTION ACKNOWLEDGEMENT

National Grid Representative	Date	Customer Signature – Post Inspection	Date

New York Electric and Gas Commercial and Industrial Program Minimum Requirements Document

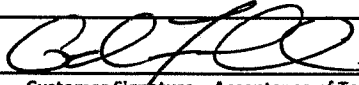
nationalgrid

Customer Name	Albany County Nursing Home	El or D2	D2
Location	100 Heritage Lane, Albany, New York 12211	Gas Application #	13099804
EEM	ERVs	Electric Application #	N/A

This document is to be completed by a National Grid Technical Sales and Support Energy Engineer or designated Technical Assistance Contractor to specify herein minimum equipment specifications and operational requirements of the proposed system. These requirements shall address the criteria necessary to achieve the demand and energy savings calculated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance (use additional sheets if necessary). These requirements must be met before the Company's incentives are paid.

Post Inspection	EQUIPMENT DESCRIPTION: Provide a list of equipment or materials installed as part of this project. Include mfr, model, HP, kW, efficiency ratings, etc.
Yes ☐ No ☐	Verify installation of following energy recovery units: (2) Renewaire HE2XRT ERVs - 1,130 max CFM each (4) Renewaire HE3XRT ERVs - 1,350 max CFM each (2) Renewaire HE3XRT ERVs - 2,580 max CFM each (4) Renewaire HE4XRT ERVs - 3,600 max CFM each (2) Daikin OAH034 or Equal ERUs - 15,500 max CFM each
Post Inspection	SEQUENCE OF OPERATION: Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc) or any other required operating parameters.
Yes ☐ No ☐	Units shall operate all year and utilize heat recovery for both heating and air conditioning seasons.
Post Inspection	DOCUMENTATION: List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.
Yes ☐ No ☐	Vendor shall provide O&M manuals and specification sheets of installed equipment, necessary warranty paperwork, and all related incentive paperwork to the client.
Post Inspection	POST INSTALLATION M&V or COMMISSIONING: Provide a list of trending requirements to verify proper system operation. Trends should document operational sequences, setpoints and scheduling of equipment as described in the TA or TR study. For projects with M&V required, National Grid will adjust the incentive to reflect the final M&V data, which can increase or decrease the incentive amount. National Grid will report savings consistent with final M&V report.
Yes ☐ No ☐	Not applicable.
Post Inspection	OTHER REQUIREMENTS: Describe any requirements for demolition, removal, etc. of existing equipment. Inspection by National Grid is required in order to receive the Company's incentive. Please ensure safe access to our personnel performing the inspection. We appreciate your cooperation.
Yes ☐ No ☐	Where applicable, existing equipment should be removed from service and scrapped in an environmentally safe manner.

The pre-approved incentive is subject to National Grid's post installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation, as the change in design and operation may impact the available incentive.

James Marchione Digitally signed by James Marchione Date: 2021.10.15 09:33:46 -04'00'	October 15, 2021		10/25/2021
National Grid Technical Sales and Support Energy Engineer	Date	Customer Signature – Acceptance of Terms	Date

POST INSPECTION ACKNOWLEDGEMENT

National Grid Representative	Date	Customer Signature – Post Inspection	Date

New York Electric and Gas Commercial and Industrial Program Minimum Requirements Document

nationalgrid

Customer Name	Albany County Nursing Home	El or D2	D2
Location	100 Heritage Lane, Albany, New York 12211	Gas Application #	13099816
EEM	Exterior Doors	Electric Application #	N/A

This document is to be completed by a National Grid Technical Sales and Support Energy Engineer or designated Technical Assistance Contractor to specify herein minimum equipment specifications and operational requirements of the proposed system. These requirements shall address the criteria necessary to achieve the demand and energy savings calculated in the engineering analysis for this project. Testing and submittals may be required as further verification of system compliance (use additional sheets if necessary). These requirements must be met before the Company's incentives are paid.

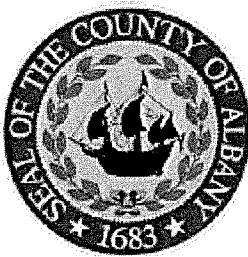
Post Inspection	EQUIPMENT DESCRIPTION: Provide a list of equipment or materials installed as part of this project. Include mfr, model, HP, kW, efficiency ratings, etc.
Yes ☐ No ☐	Verify installation (9) new insulated exterior doors consisting of (8) single doors (3.5'x7.0') and (1) double door (7.0'x7.0'). Proposed U-value of U-0.57 (See A-003 drawing provided by the design team).
Post Inspection	SEQUENCE OF OPERATION: Provide a description of equipment operating sequences, setpoints, operating schedules, balancing requirements (flow, velocity, head, etc) or any other required operating parameters.
Yes ☐ No ☐	Units shall operate all year and utilize heat recovery for both heating and air conditioning seasons.
Post Inspection	DOCUMENTATION: List written documentation required to train, verify, operate, or maintain the equipment being installed or controlled. This may include specification sheets, test reports, construction drawings, etc.
Yes ☐ No ☐	Vendor shall provide O&M manuals and specification sheets of installed equipment, necessary warranty paperwork, and all related incentive paperwork to the client.
Post Inspection	POST INSTALLATION M&V or COMMISSIONING: Provide a list of trending requirements to verify proper system operation. Trends should document operational sequences, setpoints and scheduling of equipment as described in the TA or TR study. For projects with M&V required, National Grid will adjust the incentive to reflect the final M&V data, which can increase or decrease the incentive amount. National Grid will report savings consistent with final M&V report.
Yes ☐ No ☐	Not applicable.
Post Inspection	OTHER REQUIREMENTS: Describe any requirements for demolition, removal, etc. of existing equipment. Inspection by National Grid is required in order to receive the Company's incentive. Please ensure safe access to our personnel performing the inspection. We appreciate your cooperation.
Yes ☐ No ☐	Where applicable, existing equipment should be removed from service and scrapped in an environmentally safe manner.

The pre-approved incentive is subject to National Grid's post installation inspection of final specifications, drawings and operation of the proposed equipment. In the event the proposed system is altered from the above description, notify the Company of the change prior to the equipment purchase and installation, as the change in design and operation may impact the available incentive.

James Marchione Digitally signed by James Marchione Date: 2021.10.15 09:37:29 -04'00'	October 15, 2021		10/25/2021
National Grid Technical Sales and Support Energy Engineer	Date	Customer Signature – Acceptance of Terms	Date

----- POST INSPECTION ACKNOWLEDGEMENT -----

National Grid Representative	Date	Customer Signature – Post Inspection	Date



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 STATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

November 1, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: Authorizing the County Director of the Real Property Tax Service Agency to approve certain correction applications

Dear Chairman Joyce,

The Real Property Tax Service Agency requests Legislative approval of a resolution authorizing the County Director of the Real Property Tax Service Agency to pursuant to Real Property Tax Law §554(9) and §556(8) approve without prior audit certain applications made for correction of tax roll errors and refunds and credits of taxes.

The attached resolution would grant the Director of the Real Property Tax Service Agency the authority to approve without prior audit applications pursuant to Real Property Tax Law §554 for correction of tax roll errors and §556 for refunds and credits of taxes where the recommended correction, refund or credit is \$1,500 or less.

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

Sincerely,

Michael McGuire, Director
Real Property Tax Service Agency

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



County of Albany

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

Legislation Text

File #: TMP-2901, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization for the County Director of the Real Property Tax Service Agency to approve certain correction applications

Date: 11/1/2021
Submitted By: Michael McGuire
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5292
Department Rep.
Attending Meeting: Michael McGuire

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) Grant authority to Director McGuire to approve certain correction and refund applications of less than \$1,500 for the 2022 calendar year

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) 1/1/2022 - 12/31/2022

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: R2021-122

Date of Adoption: 4/12/2021

Justification: (state briefly why legislative action is requested)

The Real Property Tax Service Agency requests Legislative approval of a resolution authorizing the County Director of the Real Property Tax Service Agency to pursuant to Real Property Tax Law §554(9) and §556(8) approve without prior audit certain applications made for correction of tax roll errors and refunds and credits of taxes.

The attached resolution would grant the Director of the Real Property Tax Service Agency the authority to approve without prior audit applications pursuant to Real Property Tax Law §554 for correction of tax roll errors and §556 for refunds and credits of taxes where the recommended correction, refund or credit is \$1,500 or less.

00/00/22

RESOLUTION NO. _____

AUTHORIZING THE COUNTY DIRECTOR OF REAL PROPERTY TAX SERVICES TO APPROVE CERTAIN APPLICATIONS MADE FOR CORRECTION OF TAX ROLL ERRORS, REFUNDS, AND CREDITS OF TAXES DURING THE 2022 CALENDAR YEAR WITHOUT PRIOR AUDIT BY THE LEGISLATURE

Introduced: 00/00/21

By Audit and Finance Committee:

WHEREAS, the Director of Real Property Tax Services has requested authorization to approve certain applications for correction of tax roll errors, refunds, and credits of taxes without prior audit and approval by this Honorable Body for the 2022 calendar year, and

WHEREAS, Real Property Tax Law §§ 554 (9), 556 (8) and 1532 (4) provide that applications for correction of tax roll errors, refunds and credit of taxes in instance where the recommended correction, refund or credit is \$2,500 or less may be decided by the Director of Real Property Tax Services without prior Legislative approval, now, therefore be it

RESOLVED, By the Albany County Legislature that the Director of Real Property Tax Services is authorized to approve applications for correction of tax roll errors, refunds, and credits of taxes with recommended corrected amounts not to exceed \$1,500 without Legislative approval for each application, pursuant to Real Property Tax law §§ 554 (9), 556 (8), and 1532 (4) for the 2022 calendar year and, be it further

RESOLVED, That pursuant to Real Property Tax Law § 554 (9), the Director of Real Property Tax Services shall prepare a written reports of his or her investigation and recommendation for such applications, and shall follow the procedure which the Legislature would follow in making corrections, except where the Director denies a correction, in whole or in part, the Director shall provide to the Legislature the written report of the investigation and recommendation and both copies of the application, as well as the written reasons why the Director denied the application, and, be it further

RESOLVED, That pursuant to Real Property Tax Law § 556 (8), the Director of Real Property Tax Services shall prepare a written reports of his or her investigation and recommendation for such applications, and shall follow the procedure which the Legislature would follow in making refunds or credits, except where the Director denies a refund or credit, in whole or in part, the Director shall provide to the Legislature the written report of the investigation and recommendation and both copies of the application, as well as the written reasons why the Director denied the application, and, be it further

RESOLVED, That on the or before the fifteenth day of each months in the calendar year 2022, the Director shall submit a report to the Legislature of the corrections, refunds and credits processed by the Director pursuant to this enabling resolution during the preceding month, which report shall indicate the name of each recipient, the location of the property, justification for said request, and the amount requested, and, be in further

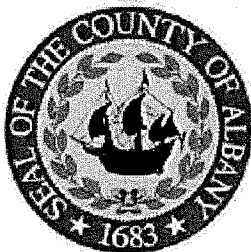
RESOLVED, That this authority granted to the Director of Real Property Tax Services Agency shall be effective immediately through December 31, 2022, and, be it further

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

All corrections <\$1,000 approved by the Director of the Real Property Tax Service Agency in 2021 as of 11/1/2021

	Municipality	Name of Recipient	Location of Property	Tax Map Number	Bill Year	Original Tax Bill Amount	Correct Tax Bill Amount	Amount of Refund Granted
1	Albany	Albany County Land Bank	383 Second St	65.47-4-32	2019	\$ 169.27	\$ -	
2	Albany	Albany County Land Bank	169 Second St	65.65-2-57	2019	\$ 883.34	\$ -	
3	Albany	Albany County Land Bank	5 Eliot Ave	64.46-1-7	2020	\$ 539.27	\$ -	
4	Albany	Albany County Land Bank	383 Second St	65.47-4-32	2020	\$ 138.99	\$ -	
5	Albany	Albany County Land Bank	508 Clinton Ave	65.55-4-14	2020	\$ 150.11	\$ -	
6	Albany	Albany County Land Bank	400 Clinton Ave	65.64-3-1	2020	\$ 133.42	\$ -	
7	Albany	Albany County Land Bank	169 Second St	65.65-2-57	2020	\$ 253.18	\$ -	
8	Albany	Albany County Land Bank	298 Colonie St	65.65-7-4	2020	\$ 253.18	\$ -	
9	Albany	Albany County Land Bank	47 Clinton St	76.65-1-24	2020	\$ 111.18	\$ -	
10	Albany	Albany County Land Bank	123 Fourth Ave	76.65-2-40	2020	\$ 432.69	\$ -	
11	Albany	Albany County Land Bank	151 Broad St	76.73-4-21	2020	\$ 111.18	\$ -	
12	Albany	Albany County Land Bank	153 Broad St	76.73-4-22	2020	\$ 111.18	\$ -	
13	Albany	Albany County Land Bank	Gray Fox Lane	41.13-4-37	2021	\$ 51.75	\$ -	
14	Albany	Albany County Land Bank	8 Westbrook St	64.69-4-1	2021	\$ 465.77	\$ -	
15	Albany	Albany County Land Bank	579 Third St	65.30-1-43	2021	\$ 461.65	\$ -	
16	Albany	Albany County Land Bank	464 Elk St	65.46-3-56	2021	\$ 275.34	\$ -	
17	Albany	Albany County Land Bank	689 Clinton Ave	65.46-4-76	2021	\$ 409.81	\$ -	
18	Albany	Albany County Land Bank	446 Third St	65.47-1-16	2021	\$ 59.14	\$ -	
19	Albany	Albany County Land Bank	72 Quail St	65.47-3-53	2021	\$ 153.39	\$ -	
20	Albany	Albany County Land Bank	76 Beverly Ave	65.48-2-26	2021	\$ 160.40	\$ -	
21	Albany	Albany County Land Bank	78 Beverly Ave	65.48-2-27	2021	\$ 308.96	\$ -	
22	Albany	Albany County Land Bank	34 Albany St	65.52-2-39	2021	\$ 718.77	\$ -	
23	Albany	Albany County Land Bank	152 Bradford St	65.54-4-13	2021	\$ 670.99	\$ -	
24	Albany	Albany County Land Bank	569 Clinton Ave	65.55-1-29	2021	\$ 938.05	\$ -	
25	Albany	Albany County Land Bank	529 Clinton Ave	65.55-5-50	2021	\$ 623.52	\$ -	
26	Albany	Albany County Land Bank	59 Judson St	65.56-1-44	2021	\$ 232.37	\$ -	
27	Albany	Albany County Land Bank	251 Third St	65.56-5-39	2021	\$ 774.17	\$ -	
28	Albany	Albany County Land Bank	395 Clinton Ave	65.64-4-61	2021	\$ 452.26	\$ -	
29	Albany	Albany County Land Bank	285 First St	65.64-6-58	2021	\$ 198.84	\$ -	
30	Albany	Albany County Land Bank	169 Second St	65.65-2-57	2021	\$ 232.37	\$ -	
31	Albany	Albany County Land Bank	298 Colonie St	65.65-7-4	2021	\$ 232.37	\$ -	
32	Albany	Albany County Land Bank	224 Colonie St	65.66-2-10	2021	\$ 198.84	\$ -	
33	Albany	Albany County Land Bank	134 Central Ave	65.71-1-21	2021	\$ 497.85	\$ -	
34	Albany	Albany County Land Bank	19 Bradford St	65.71-1-33	2021	\$ 258.68	\$ -	
35	Albany	Albany County Land Bank	124 Lark St	65.72-4-51	2021	\$ 148.95	\$ -	
36	Albany	Albany County Land Bank	199 Clinton Ave	65.73-4-40	2021	\$ 36.97	\$ -	
37	Albany	Albany County Land Bank	54 N Swan St	65.74-3-21	2021	\$ 586.03	\$ -	
38	Albany	Albany County Land Bank	192 Orange St	65.81-6-39	2021	\$ 13.31	\$ -	
39	Albany	Albany County Land Bank	190 Orange St	65.81-6-40	2021	\$ 158.91	\$ -	
40	Albany	Albany County Land Bank	172 Orange St	65.81-6-48	2021	\$ 229.46	\$ -	
41	Albany	Albany County Land Bank	207 Elm St	76.32-5-46	2021	\$ 476.24	\$ -	
42	Albany	Albany County Land Bank	202 Myrtle Ave	76.39-3-7	2021	\$ 919.20	\$ -	
43	Albany	Albany County Land Bank	82 Catherine St	76.56-2-51	2021	\$ 22.18	\$ -	
44	Albany	Albany County Land Bank	27 Bertha St	76.61-3-19	2021	\$ 295.96	\$ -	
45	Albany	Albany County Land Bank	15 McKown St	76.62-3-65	2021	\$ 176.66	\$ -	
46	Albany	Albany County Land Bank	78 Elizabeth St	76.64-4-35	2021	\$ 242.34	\$ -	
47	Albany	Albany County Land Bank	95 Second St	76.64-5-55	2021	\$ 169.27	\$ -	
48	Albany	Albany County Land Bank	111 Clinton St	76.72-2-86	2021	\$ 144.12	\$ -	
67	Albany	Cahalan, Margaret M	83 Academy Rd	75.44-2-47	2021	\$ 1,516.79	\$ 850.41	\$ 666.38
68	Albany	Albany County Land Bank	453 Elk St	65.55-2-58	2020	\$ 241.12	\$ -	
69	Albany	Albany County Land Bank	199 Clinton Ave	65.73-4-40	2020	\$ 36.06	\$ -	
70	Albany	Albany County Land Bank	199 Clinton Ave	65.73-4-40	2019	\$ 58.79	\$ -	
71	Albany	Albany County Land Bank	23 Babcock St	76.63-2-34	2020	\$ 155.68	\$ -	

72	Albany	Albany County Land Bank	174 Broad St	76.73-3-56	2020	\$ 104.42	\$ -	
49	Berne	Albany County Land Bank	783 Woodstock Rd, Lot 114	103.10-2-37	2021	\$ 33.42	\$ -	
50	Berne	Albany County Land Bank	286 Rock Rd	78.-3-33	2021	\$ 169.48	\$ -	
73	Cohoes	Albany County Land Bank	73 Lancaster St	10.20-1-8	2021	\$ 815.39	\$ -	
74	Cohoes	Albany County Land Bank	140 Main St	10.75-3-37	2021	\$ 46.81	\$ -	
75	Cohoes	Albany County Land Bank	156 Congress St	10.83-1-24	2021	\$ 41.13	\$ -	
76	Cohoes	Albany County Land Bank	140 Main St	10.75-3-37	2020-2021	\$ 108.96	\$ -	
77	Cohoes	Albany County Land Bank	140 Main St	10.75-3-37	2020	\$ 76.91	\$ -	
51	Colonie	Albany County Land Bank	68 Green Island Ave	19.19-2-41	2019	\$ 246.74	\$ -	
52	Colonie	Albany County Land Bank	68 Green Island Ave	19.19-2-41	2020	\$ 22.96	\$ -	
53	Colonie	Albany County Land Bank	36 Ferrara Ave	16.6-2-11	2021	\$ 0.20	\$ -	
54	Colonie	Albany County Land Bank	42 South Kellogg Ave	16.7-2-52	2021	\$ 0.20	\$ -	
55	Colonie	Albany County Land Bank	21 Sunflower Ln	17.18-2-25	2021	\$ 29.96	\$ -	
56	Colonie	Albany County Land Bank	15A Jones Dr	17.7-1-11	2021	\$ 0.20	\$ -	
57	Colonie	Albany County Land Bank	880 Troy Schenectady Rd	18.2-6-46	2021	\$ 4.60	\$ -	
58	Colonie	Albany County Land Bank	68 Green Island Ave	19.19-2-41	2021	\$ 22.67	\$ -	
59	Colonie	Albany County Land Bank	972 Watervliet Shaker Rd	29.2-3-40	2021	\$ 3.00	\$ -	
60	Colonie	Albany County Land Bank	22 Sherwood Dr	30.2-2-48	2021	\$ 374.56	\$ -	
61	Colonie	Albany County Land Bank	23 Overlook Ave	31.8-2-24	2021	\$ 0.20	\$ -	
62	Colonie	Albany County Land Bank	901 12th St	32.19-2-25	2021	\$ 320.89	\$ -	
63	Colonie	Albany County Land Bank	13 Conway Cir	32.3-4-27	2021	\$ 418.26	\$ -	
64	Colonie	Albany County Land Bank	58A Arcadia Ct	53.10-1-53.1	2021	\$ 0.10	\$ -	
66	Colonie	Albany County	80 Sicker Rd	18.-2-30	2021	\$ 0.20	\$ -	
65	Westerlo	Albany County Land Bank	80 Udell Rd	116.-3-13	2021	\$ 713.29	\$ -	



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 STATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

October 29, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: Request for authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with Yellow 8 LLC

Dear Chairman Joyce,

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Yellow 8, LLC. The owner is proposing to develop a 2 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem ("TOWN") at 518 Elm Ave (Tax Map #109.00-1-4.1).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$750 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSEDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$1,500. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

Please contact me with any questions.

Sincerely,

Michael McGuire, Director
Real Property Tax Service Agency

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



County of Albany

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

Legislation Text

File #: TMP-2894, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into a PILOT Agreement with Yellow 8 LLC

Date: 10/29/2021
Submitted By: Michael McGuire
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5292
Department Rep.
Attending Meeting: Michael McGuire

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)

PILOT Agreement

Contract Terms/Conditions:

Party (Name/address):

Yellow 8 LLC

125 Wolf Rd, Suite 312

Colonie, NY 12205

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:

Payment in Lieu of Taxes Agreement for proposed solar energy system

in the Town of Bethlehem

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: Will be included in the 2023 Budget
Revenue Amount: \$1,500/year with two percent escalator

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) 1/1/2023 - 12/31/38
Length of Contract: 15 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)

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Yellow 8, LLC. The owner is proposing to develop a 2 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem ("TOWN") at 518 Elm Ave (Tax Map #109.00-1-4.1).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$750 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSEDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$1,500. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF BETHLEHEM ASSESSOR

and

YELLOW 8, LLC

Dated as of _____, 2021

RELATING TO THE PREMISES LOCATED AT
518 ELM AVE (Tax Map #109.00-1-4.1)
IN THE TOWN OF BETHLEHEM,
ALBANY COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487 (“Agreement”), effective as of the ___ day of _____, 2021 (“Effective Date”), is by and between Yellow 8, LLC, a foreign limited liability company authorized to do business in the State of New York, with a principal place of business located at 125 Wolf Rd, Suite 312, Colonie, NY 12205 (“Owner”), the COUNTY OF ALBANY, New York, a New York municipal corporation having its principal office located at 112 State Street, Albany, New York 12207 (“County”) and the TOWN OF BETHLEHEM ASSESSOR, 445 Delaware Ave, Delmar, NY 12054 (“Assessor”).

The Owner, the County, and the Assessor are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

The County is herein referred to as the “Taxing Jurisdictions.”

DEFINITIONS

Agreement – shall mean the executed PILOT agreement.

Annual Payment – shall mean annual payments made by the Owner to the County on behalf of the Taxing Jurisdictions in lieu of real property taxes attributable to the Project.

Assessor – shall mean the appropriate officer or officers charged with assessing the value of real property for purposes of determining real property taxes assessed by the Taxing Jurisdictions.

Completion Date - shall mean the date that a Certificate of Completion is issued by the municipal building department of the municipality in which the Project is located.

County – shall mean the County of Albany, New York.

Exemption – shall mean the real property tax exemption granted pursuant to RPTL 487.

Fiscal Year – shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31.

Notice of Termination – shall mean a letter sent by U.S Certified. Mail to all Taxing Jurisdictions informing them that the Owner is discontinuing the production of electricity and is de-commissioning its equipment.

Owner – shall mean the owner of the Project.

Project – shall mean the solar energy system that the Owner plans to build and operate.

Property – shall mean the description of land as described in Exhibit A upon on which the Project will be constructed.

Solar Energy System – is as defined in RPTL 487 (1)(b).

Taxable Status Date – shall mean March 1st of each fiscal year.

Taxing Jurisdictions – Shall mean the County.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) §487 (1)(b) (“Project”) with an expected nameplate capacity (“Capacity”) of approximately two (2) Megawatts AC on a parcel of land located within the Town of Bethlehem, Albany County at 518 Elm Ave and identified as Town of Bethlehem SBL # 109.00-1-4.1, as described in Exhibit A (“Property”); and

WHEREAS, the Taxing Jurisdictions have not opted out of RPTL 487; and

WHEREAS, pursuant to RPTL 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a payment in lieu of taxes agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the Assessor an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems (“Form RP-487”), demonstrating the eligibility of the Project for a real property tax exemption pursuant to RPTL 487(4); and

WHEREAS, the Parties intend that, during the term of this Agreement, any increase in value of the Property due to the Project will be exempt from real property taxation in accordance with and to the extent authorized by RPTL 487 (“Exemption”).

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Representations of the Parties.

1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement,

and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to Exemption, and Owner has submitted all required documentation and received all necessary approvals related there to.

1.2 The Taxing Jurisdictions hereby respectively represent, warrant, and covenant that, as of the date of this Agreement:

1. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdictions' execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdictions' legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. [Intentionally omitted].

2.0 Tax Exemption: Payment in Lieu of Real Property Taxes.

2.1 Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, a Form RP-487 has or will be filed by the Owner with the Assessor establishing that the Project is eligible for the Exemption.

2.2 Term. Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes attributable to the Project for a period of fifteen (15) consecutive fiscal tax years in amounts and at the times set forth in Sections 2.3 and 4.0 ("Annual Payments"). The Parties agree that Annual Payments may not exceed the amounts that would otherwise be payable by Owner to the Taxing Jurisdictions in respect to the Project but for the Exemption. Such fifteen (15) year term shall commence on January 1st of the year immediately following the earlier of (a) the Completion Date, or (b) the date when the Project is recognized as exempt from taxation on the assessment roll of the Town, pursuant to RPTL 487 ("Commencement Date"), and shall end on the fifteenth Fiscal Year thereafter ("Term").

2.3 Payments. The first Annual Payment shall be in the amount of Seven Hundred Fifty Dollars (\$750.00) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of two (2) Megawatts AC, Annual Payments to be made by Owner to each Taxing Jurisdiction during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the County in accordance with Sections 4.0 and 2.4 of this Agreement.

2.4 Payment and Billing. The Annual Payment amount and payment date will be noted on an annual bill issued by the County to the Owner, provided that any failure by the County to issue such a bill shall not relieve Owner of its obligation to make timely payments under this Section.

2.5 Depreciation and Changes in Tax Rate. Owner agrees that the Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction's respective tax rate, and the Taxing Jurisdiction agree that the Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction's respective tax rate, all of which factors have been considered in arriving at the Annual Payment amounts reflected in this Agreement.

2.6 Special Districts and Underlying Property. Owner agrees that the Annual Payment shall not include any property taxes due and payable to any special district and/or any property taxes levied against the underlying land on which the Project is sited. Owner agrees that such special district and underlying land taxes shall be made in addition to the Annual Payment.

3.0 Change in Capacity.

3.1 Change in Capacity at Mechanical Completion: Adjustments to Payments. If on the date that the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit

B will be increased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

3.2 Change in Capacity After Mechanical Completion: Adjustments to Payments. If, after the Completion Date, the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit B shall be increased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

4.0 Payment Collection.

4.1 Payment to the Taxing Jurisdictions. Annual Payments to the Taxing Jurisdiction as specified in Exhibit “B” hereof shall be made in lawful money of the United States of America by check payable to the County Treasurer and mailed to the County of Albany, 112 State Street, Room 1200, Albany, New York 12207, Attn: Albany County Treasurer, and are due no later than January 31st of each Fiscal Year (the “Annual Payment Date”).

4.2 Late Payments. All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late tax payments under New York Law (“Interest”), and are subject to a late fee equal to twelve percent (12%) of any outstanding amount due. Owner shall pay the attorney fees, costs and disbursements, filing fees, and other Court costs, and all other costs incurred by a Taxing Jurisdictions in the collection of its share of any unpaid amounts required by this Agreement to have been paid.

4.3 In the event of the failure by the Owner to make the required Annual Payment, the Taxing Jurisdiction shall notify the Assessor in writing of such failure, whereupon the Assessor shall remove the RPTL 487 exemption for the Project and immediately return the Project to its full value on the tax roll for taxation purposes. Additionally, in the event of such failure the Taxing Jurisdictions shall have the right to pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute.

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

5.1 Exemption. The Parties acknowledge and agree that the Project is to be assessed as exempt from real property taxation in accordance with and to the extent authorized by RPTL 487. The Taxing Jurisdiction agree as long as the Owner timely pays the Annual Payments throughout the Term and upon the terms and conditions of this Agreement, the Taxing Jurisdiction will not levy any ad valorem real property taxes with respect to the Project to which the Project might otherwise be subject to under New York law.

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project other than taxes or charges from which the Project is exempt pursuant to RPTL 487.

5.3 Tax Certiorari. Provided that the Project is recognized as exempt upon the assessment rolls of the Taxing Jurisdictions in accordance with RPTL 487 during each Fiscal Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable State or Federal law, for the review of any assessment covered by this Agreement.

5.4 Separate Lots. [Intentionally omitted].

6.0 Underlying Land. Notwithstanding anything to the contrary contained in this Agreement, the Owner hereby acknowledges and agrees that the Taxing Jurisdictions shall continue to assess and levy real property taxes against the Property upon which the Project is constructed.

7.0 Assignments, Binding Effect.

7.1 Assignment, generally. This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdictions, in their respective sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Albany County Clerk's Office, and the Taxing Jurisdictions shall reasonably cooperate in the execution of any required assignments with the Owner and its successors.

7.2 Assignment to Affiliate or Financing Party. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

7.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

8.0 Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9.0 Additional Documentation and Actions. Subject to applicable laws and regulations, each Party shall hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Parties reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10.0 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Yellow 8 LLC
125 Wolf Rd, Suite 312
Colonie, NY 12205

If to the County:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

Albany County Attorney
112 State Street, Room 600
Albany, New York 12207

If to the Assessor:

Town of Bethlehem Assessor
445 Delaware Ave
Delmar, New York 12054

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties each consent to the jurisdiction of the New York State Supreme Court, County of Albany regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising under this Agreement shall be brought solely in such Court.

12.0 Termination Rights of the Owner.

12.1 The Owner may terminate this Agreement in the event the Owner provides notice to the Taxing Jurisdictions that it is discontinuing the production of electricity and is decommissioning its equipment (a “Notice of Termination”).

12.2 Upon Owner’s delivery of the Notice of Termination, the Owner shall annually pay to the Taxing Jurisdictions, on or before January 31st of each Fiscal Year, an amount equal to the assessed value of the Project for such Fiscal Year, as determined in accordance with the provisions of the RPTL, multiplied by the respective tax rate of the Taxing Jurisdiction for such Fiscal Year that would be applicable to Project without regard to the application of RPTL 487 to the Project. Owner shall be liable for Annual Payments due in the Fiscal Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Year, the Annual Payments for such Fiscal Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13.0 Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on ten (10) days written Notice of Termination to Owner if:

13.1 Owner fails to timely make the Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdictions within fifteen (15) days of the Annual Payment Date; or

13.2 Owner has filed, or has had filed against it, a petition for voluntary or involuntary bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

13.3 Upon the Taxing Jurisdictions delivery of a Notice of Termination and the Owner’s failure to cure any default within ten (10) days of delivery thereof, the provisions of Section 12.2 hereof shall apply. In the event the Owner has failed to timely make the payments required under this Agreement, including accrued Interest thereon under Section 4.1, and the Taxing Jurisdictions have terminated this Agreement, in addition to the foregoing, each Taxing Jurisdictions may pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute to collect the total amount due. In the event this Agreement is terminated pursuant to this Section 13.3, then the provisions of Section 12.2 hereof shall apply.

14.0 Remedies; Waiver and Notice.

14.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other remedy or remedies provided by this Agreement, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

14.2 Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

14.3 No Waiver. In the event any provision contained in this Agreement should be breached by any Party and thereafter duly waived by the other Party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16.0 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

17.0 No Third-Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18.0 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any Court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19.0 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

YELLOW 8, LLC

By: _____

Name

Title

Date

COUNTY OF ALBANY, NEW YORK

By: _____

Name

Title

Date

TOWN OF BETHLEHEM ASSESSOR

By: _____

Name

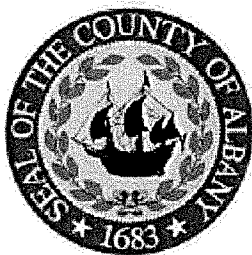
Title

Date

EXHIBIT A
DESCRIPTION OF LAND

EXHIBIT B
ANNUAL PAYMENTS

Fiscal Year	Payment to County
Year 1	\$1,500.00
Year 2	\$1,530.00
Year 3	\$1,560.60
Year 4	\$1,591.81
Year 5	\$1,623.65
Year 6	\$1,656.12
Year 7	\$1,689.24
Year 8	\$1,723.03
Year 9	\$1,757.49
Year 10	\$1,792.64
Year 11	\$1,828.49
Year 12	\$1,865.06
Year 13	\$1,902.36
Year 14	\$1,940.41
Year 15	\$1,979.22



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 STATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

October 29, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: Request for authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with Yellow 5 LLC

Dear Chairman Joyce,

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Yellow 5, LLC. The owner is proposing to develop a 2.375 Megawatt AC solar energy system on a parcel of land located within the Town of Guilderland ("TOWN") at 2 Van Buren Blvd (Tax Map #50.00-1-14.21).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$750 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSEDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$1,781.25. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

Please contact me with any questions.

Sincerely,

Michael McGuire, Director
Real Property Tax Service Agency

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



County of Albany

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

Legislation Text

File #: TMP-2895, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into a PILOT agreement with Yellow 5 LLC

Date: 10/29/2021
Submitted By: Michael McGuire
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5292
Department Rep.
Attending Meeting: Michael McGuire

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) PILOT agreement

Contract Terms/Conditions:

Party (Name/address):

Yellow 5 LLC
125 Wolf Rd, Suite 312
Colonie, NY 12205

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: Will be included in the 2023 Budget
Revenue Amount: \$1,781.25 / year with two percent escalator

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) 1/1/2023 - 12/31/2038
Length of Contract: 15 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)

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Yellow 5, LLC. The owner is proposing to develop a 2.375 Megawatt AC solar energy system on a parcel of land located within the Town of Guilderland ("TOWN") at 2 Van Buren Blvd (Tax Map #50.00-1-14.21).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$750 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$1,781.25. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF GUILDERLAND ASSESSOR

and

YELLOW 5, LLC

Dated as of _____, 2021

RELATING TO THE PREMISES LOCATED AT
2 VAN BUREN BLVD (Tax Map #50.00-1-14.21)
IN THE TOWN OF GUILDERLAND,
ALBANY COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487 (“Agreement”), effective as of the ___ day of _____, 2021 (“Effective Date”), is by and between Yellow 5, LLC, a foreign limited liability company authorized to do business in the State of New York, with a principal place of business located at 125 Wolf Rd, Suite 312, Colonie, NY 12205 (“Owner”), the COUNTY OF ALBANY, New York, a New York municipal corporation having its principal office located at 112 State Street, Albany, New York 12207 (“County”) and the TOWN OF GUILDERLAND ASSESSOR, PO Box 339, Guilderland, NY 12084 (“Assessor”).

The Owner, the County, and the Assessor are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

The County is herein referred to as the “Taxing Jurisdictions.”

DEFINITIONS

Agreement – shall mean the executed PILOT agreement.

Annual Payment – shall mean annual payments made by the Owner to the County on behalf of the Taxing Jurisdictions in lieu of real property taxes attributable to the Project.

Assessor – shall mean the appropriate officer or officers charged with assessing the value of real property for purposes of determining real property taxes assessed by the Taxing Jurisdictions.

Completion Date - shall mean the date that a Certificate of Completion is issued by the municipal building department of the municipality in which the Project is located.

County – shall mean the County of Albany, New York.

Exemption – shall mean the real property tax exemption granted pursuant to RPTL 487.

Fiscal Year – shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31.

Notice of Termination – shall mean a letter sent by U.S Certified. Mail to all Taxing Jurisdictions informing them that the Owner is discontinuing the production of electricity and is de-commissioning its equipment.

Owner – shall mean the owner of the Project.

Project – shall mean the solar energy system that the Owner plans to build and operate.

Property – shall mean the description of land as described in Exhibit A upon on which the Project will be constructed.

Solar Energy System – is as defined in RPTL 487 (1)(b).

Taxable Status Date – shall mean March 1st of each fiscal year.

Taxing Jurisdictions – Shall mean the County.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) §487 (1)(b) (“Project”) with an expected nameplate capacity (“Capacity”) of approximately 2.375 Megawatts AC on a parcel of land located within the Town of Guilderland, Albany County at 2 Van Buren Blvd and identified as Town of Guilderland SBL # 50.00-1-14.21, as described in Exhibit A (“Property”); and

WHEREAS, the Taxing Jurisdictions have not opted out of RPTL 487; and

WHEREAS, pursuant to RPTL 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a payment in lieu of taxes agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the Assessor an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems (“Form RP-487”), demonstrating the eligibility of the Project for a real property tax exemption pursuant to RPTL 487(4); and

WHEREAS, the Parties intend that, during the term of this Agreement, any increase in value of the Property due to the Project will be exempt from real property taxation in accordance with and to the extent authorized by RPTL 487 (“Exemption”).

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Representations of the Parties.

1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement,

and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to Exemption, and Owner has submitted all required documentation and received all necessary approvals related there to.

1.2 The Taxing Jurisdictions hereby respectively represent, warrant, and covenant that, as of the date of this Agreement:

1. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdictions' execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdictions' legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. [Intentionally omitted].

2.0 Tax Exemption: Payment in Lieu of Real Property Taxes.

2.1 Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, a Form RP-487 has or will be filed by the Owner with the Assessor establishing that the Project is eligible for the Exemption.

2.2 Term. Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes attributable to the Project for a period of fifteen (15) consecutive fiscal tax years in amounts and at the times set forth in Sections 2.3 and 4.0 ("Annual Payments"). The Parties agree that Annual Payments may not exceed the amounts that would otherwise be payable by Owner to the Taxing Jurisdictions in respect to the Project but for the Exemption. Such fifteen (15) year term shall commence on January 1st of the year immediately following the earlier of (a) the Completion Date, or (b) the date when the Project is recognized as exempt from taxation on the assessment roll of the Town, pursuant to RPTL 487 ("Commencement Date"), and shall end on the fifteenth Fiscal Year thereafter ("Term").

2.3 Payments. The first Annual Payment shall be in the amount of Seven Hundred Fifty (\$750.00) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 2.375 Megawatts AC, Annual Payments to be made by Owner to each Taxing Jurisdiction during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the County in accordance with Sections 4.0 and 2.4 of this Agreement.

2.4 Payment and Billing. The Annual Payment amount and payment date will be noted on an annual bill issued by the County to the Owner, provided that any failure by the County to issue such a bill shall not relieve Owner of its obligation to make timely payments under this Section.

2.5 Depreciation and Changes in Tax Rate. Owner agrees that the Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction's respective tax rate, and the Taxing Jurisdiction agree that the Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction's respective tax rate, all of which factors have been considered in arriving at the Annual Payment amounts reflected in this Agreement.

2.6 Special Districts and Underlying Property. Owner agrees that the Annual Payment shall not include any property taxes due and payable to any special district and/or any property taxes levied against the underlying land on which the Project is sited. Owner agrees that such special district and underlying land taxes shall be made in addition to the Annual Payment.

3.0 Change in Capacity.

3.1 Change in Capacity at Mechanical Completion: Adjustments to Payments. If on the date that the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit

B will be increased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

3.2 Change in Capacity After Mechanical Completion: Adjustments to Payments. If, after the Completion Date, the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit B shall be increased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

4.0 Payment Collection.

4.1 Payment to the Taxing Jurisdictions. Annual Payments to the Taxing Jurisdiction as specified in Exhibit “B” hereof shall be made in lawful money of the United States of America by check payable to the County Treasurer and mailed to the County of Albany, 112 State Street, Room 1200, Albany, New York 12207, Attn: Albany County Treasurer, and are due no later than January 31st of each Fiscal Year (the “Annual Payment Date”).

4.2 Late Payments. All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late tax payments under New York Law (“Interest”), and are subject to a late fee equal to twelve percent (12%) of any outstanding amount due. Owner shall pay the attorney fees, costs and disbursements, filing fees, and other Court costs, and all other costs incurred by a Taxing Jurisdictions in the collection of its share of any unpaid amounts required by this Agreement to have been paid.

4.3 In the event of the failure by the Owner to make the required Annual Payment, the Taxing Jurisdiction shall notify the Assessor in writing of such failure, whereupon the Assessor shall remove the RPTL 487 exemption for the Project and immediately return the Project to its full value on the tax roll for taxation purposes. Additionally, in the event of such failure the Taxing Jurisdictions shall have the right to pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute.

5.0 Tax Status. Tax Certiorari. Separate Tax Lot.

5.1 Exemption. The Parties acknowledge and agree that the Project is to be assessed as exempt from real property taxation in accordance with and to the extent authorized by RPTL 487. The Taxing Jurisdiction agree as long as the Owner timely pays the Annual Payments throughout the Term and upon the terms and conditions of this Agreement, the Taxing Jurisdiction will not levy any ad valorem real property taxes with respect to the Project to which the Project might otherwise be subject to under New York law.

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project other than taxes or charges from which the Project is exempt pursuant to RPTL 487.

5.3 Tax Certiorari. Provided that the Project is recognized as exempt upon the assessment rolls of the Taxing Jurisdictions in accordance with RPTL 487 during each Fiscal Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable State or Federal law, for the review of any assessment covered by this Agreement.

5.4 Separate Lots. [Intentionally omitted].

6.0 Underlying Land. Notwithstanding anything to the contrary contained in this Agreement, the Owner hereby acknowledges and agrees that the Taxing Jurisdictions shall continue to assess and levy real property taxes against the Property upon which the Project is constructed.

7.0 Assignments, Binding Effect.

7.1 Assignment, generally. This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdictions, in their respective sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Albany County Clerk's Office, and the Taxing Jurisdictions shall reasonably cooperate in the execution of any required assignments with the Owner and its successors.

7.2 Assignment to Affiliate or Financing Party. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

7.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

8.0 Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9.0 Additional Documentation and Actions. Subject to applicable laws and regulations, each Party shall hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Parties reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10.0 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Yellow 5 LLC
125 Wolf Rd, Suite 312
Colonie, NY 12205

If to the County:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

Albany County Attorney
112 State Street, Room 600
Albany, New York 12207

If to the Assessor:

Town of Guilderland Assessor
PO Box 339
Guilderland, New York 12084

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties each consent to the jurisdiction of the New York State Supreme Court, County of Albany regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising under this Agreement shall be brought solely in such Court.

12.0 Termination Rights of the Owner.

12.1 The Owner may terminate this Agreement in the event the Owner provides notice to the Taxing Jurisdictions that it is discontinuing the production of electricity and is decommissioning its equipment (a “Notice of Termination”).

12.2 Upon Owner’s delivery of the Notice of Termination, the Owner shall annually pay to the Taxing Jurisdictions, on or before January 31st of each Fiscal Year, an amount equal to the assessed value of the Project for such Fiscal Year, as determined in accordance with the provisions of the RPTL, multiplied by the respective tax rate of the Taxing Jurisdiction for such Fiscal Year that would be applicable to Project without regard to the application of RPTL 487 to the Project. Owner shall be liable for Annual Payments due in the Fiscal Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Year, the Annual Payments for such Fiscal Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13.0 Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on ten (10) days written Notice of Termination to Owner if:

13.1 Owner fails to timely make the Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdictions within fifteen (15) days of the Annual Payment Date; or

13.2 Owner has filed, or has had filed against it, a petition for voluntary or involuntary bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

13.3 Upon the Taxing Jurisdictions delivery of a Notice of Termination and the Owner’s failure to cure any default within ten (10) days of delivery thereof, the provisions of Section 12.2 hereof shall apply. In the event the Owner has failed to timely make the payments required under this Agreement, including accrued Interest thereon under Section 4.1, and the Taxing Jurisdictions have terminated this Agreement, in addition to the foregoing, each Taxing Jurisdictions may pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute to collect the total amount due. In the event this Agreement is terminated pursuant to this Section 13.3, then the provisions of Section 12.2 hereof shall apply.

14.0 Remedies; Waiver and Notice.

14.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other remedy or remedies provided by this Agreement, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

14.2 Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

14.3 No Waiver. In the event any provision contained in this Agreement should be breached by any Party and thereafter duly waived by the other Party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16.0 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

17.0 No Third-Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18.0 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any Court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19.0 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

YELLOW 5, LLC

By: _____

Name

Title

Date

COUNTY OF ALBANY, NEW YORK

By: _____

Name

Title

Date

TOWN OF GUILDERLAND ASSESSOR

By: _____

Name

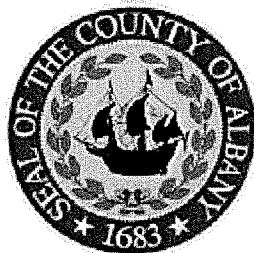
Title

Date

EXHIBIT A
DESCRIPTION OF LAND

EXHIBIT B
ANNUAL PAYMENTS

Fiscal Year	Payment to County
Year 1	\$1,781.25
Year 2	\$1,816.88
Year 3	\$1,853.21
Year 4	\$1,890.28
Year 5	\$1,928.08
Year 6	\$1,966.64
Year 7	\$2,005.98
Year 8	\$2,046.10
Year 9	\$2,087.02
Year 10	\$2,128.76
Year 11	\$2,171.33
Year 12	\$2,214.76
Year 13	\$2,259.06
Year 14	\$2,304.24
Year 15	\$2,350.32



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 STATE STREET, ROOM 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

MICHAEL McGUIRE
DIRECTOR

November 4, 2021

Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: Request for authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with Helios Energy New York 13 LLC

Dear Chairman Joyce,

The Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Helios Energy New York 13 LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Guilderland ("TOWN") at Dunnsville Rd (Tax Map #37.00-2-4).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$1,045.00 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSEDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$1,500. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

Please contact me with any questions.

Sincerely,

Michael McGuire, Director
Real Property Tax Service Agency

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



County of Albany

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

Legislation Text

File #: TMP-2913, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into a PILOT agreement with Helios Energy New York LLC

Date: 11/4/2021
Submitted By: Michael McGuire
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5292
Department Rep.
Attending Meeting: Michael McGuire

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) PILOT agreement

Contract Terms/Conditions:

Party (Name/address):

Helios Energy New York 13 LLC

411 S Old Woodward Ave, #807

Birmingham, MI 48009

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:

Will be included in the 2023 budget

Revenue Amount:

\$5,225 / year with two percent annual escalator

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)

1/1/2023 - 12/31/2038

Length of Contract:

15 years

Impact on Pending LitigationYes ☐ 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 Real Property Tax Service Agency respectfully requests authorization to enter into a Payment in Lieu of taxes (PILOT) agreement with Helios Energy New York 13 LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Guilderland ("TOWN") at Dunnsville Rd (Tax Map #37.00-2-4).

Real Property Tax law (RPTL) § 487 exempts the value of a solar energy system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar energy system is exempt from property taxes for fifteen years. Pursuant to §487, a taxing jurisdiction can require a solar developer to pay an annual fee or "payment in lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the §487 exemption.

The developer proposed an annual PILOT payment of \$1,045.00 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$1,500. The 15-year term shall commence on January 1st of the year immediately following completion of construction, or the date when the Project is recognized as exemption from taxation on the municipal assessment roll, which will result in an initial PILOT payment in January of 2023.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

by and among

ALBANY COUNTY, THE TOWN OF GUILDERLAND ASSESSOR

and

Helios Energy New York 13 LLC

Dated as of _____, 2021

RELATING TO THE PREMISES LOCATED OFF
DUNNSVILLE ROAD (Tax Map #37.00-2-4)
IN THE TOWN OF GUILDERLAND,
ALBANY COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487 ("Agreement"), effective as of the ___ day of _____, 2021 ("Effective Date"), is by and between Helios Energy New York 13, LLC, a foreign limited liability company authorized to do business in the State of New York, with a principal place of business located at [_____] ("Owner"), the COUNTY OF ALBANY, New York, a New York municipal corporation with a principal place of business at 112 State Street, Albany, New York 12207 ("County") and the TOWN OF GUILDRELAND ASSESSOR, P.O. Box, 339, Guilderland, New York 12084 ("Assessor").

The Owner, the County, and the Assessor are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

The County is herein referred to as the "Taxing Jurisdiction."

DEFINITIONS

Agreement – shall mean the executed PILOT agreement.

Annual Payment – shall mean annual payments made by the Owner to the County on behalf of the Taxing Jurisdictions in lieu of real property taxes attributable to the Project.

Assessor – shall mean the appropriate officer or officers charged with assessing the value of real property for purposes of determining real property taxes levied by the Taxing Jurisdictions.

Completion Date - shall mean the date that a Certificate of Completion is issued by the municipal building department.

County – shall mean the County of Albany, New York.

Exemption – shall mean the real property tax exemption granted pursuant to RPTL 487.

Fiscal Year – shall mean each successive twelve (12) month period commencing on January 1 and ending on December 31.

Notice of Termination – shall mean a letter sent by U.S Certified. Mail to all Taxing Jurisdictions informing them that the Owner is discontinuing the production of electricity and is de-commissioning its equipment.

Owner – shall mean the owner of the solar array.

Project – shall mean the solar energy system that the Owner plans to build and operate.

Property – shall mean the description of land as described in Exhibit A.

Solar Energy System – is as defined in RPTL 487 (1)(b).

Taxable Status Date – shall mean March 1st of each fiscal year.

Taxing Jurisdictions – Shall mean the County.

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdictions that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) §487 (1)(b) (“Project”) with an expected nameplate capacity (“Capacity”) of approximately five (5) Megawatts AC on a parcel of land located within the Town of Guilderland, Albany County at Dunnsville Rd and identified as Town of Guilderland SBL # 37.00-2-4, as described in Exhibit A (“Property”); and

WHEREAS, the Taxing Jurisdictions have not opted out of RPTL 487; and

WHEREAS, pursuant to RPTL 487 (9)(a), the Taxing Jurisdictions have indicated their intent to require a payment in lieu of taxes agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Assessor an RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems (“Form RP-487”), demonstrating the eligibility of the Project for a real property tax exemption pursuant to RPTL 487(4); and

WHEREAS, the Parties intend that, during the term of this Agreement, any increase in value of the Property due to the Project will be exempt from real property taxation in accordance with and to the extent authorized by RPTL 487 (“Exemption”).

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1.0 Representations of the Parties.

1.1 The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement,

and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation or Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdictions or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

4. The Project meets the guidelines set forth by the New York State Energy Research and Development Authority and all other applicable provisions of law necessary for the Project to be entitled to Exemption, and Owner has submitted all required documentation and received all necessary approvals related there to.

1.2 The Taxing Jurisdictions hereby respectively represent, warrant, and covenant that, as of the date of this Agreement:

1. The Taxing Jurisdictions are each duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdictions' execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdictions' legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. [Intentionally omitted].

2.0 Tax Exemption; Payment in Lieu of Real Property Taxes.

2.1 Tax-Exempt Status of the Project Facility. It is the intent of the Parties that, pursuant to RPTL 487, a Form RP-487 has or will be filed by the Owner with the Assessor establishing that the Project is eligible for the Exemption.

2.2 Term. Owner agrees to make annual payments to the Taxing Jurisdictions in lieu of real property taxes attributable to the Project for a period of fifteen (15) consecutive fiscal tax years in amounts and at the times set forth in Sections 2.3 and 4.0 ("Annual Payments"). The Parties agree that Annual Payments may not exceed the amounts that would otherwise be payable by Owner to the Taxing Jurisdictions in respect to the Project but for the Exemption. Such fifteen (15) year term shall commence on January 1st of the year immediately following the earlier of (a) the Completion Date, or (b) the date when the Project is recognized as exempt from taxation on the assessment roll of the Town, pursuant to RPTL 487 ("Commencement Date"), and shall end on the fifteenth Fiscal Year thereafter ("Term").

2.3 Payments. The first Annual Payment shall be in the amount of One Thousand Forty Five Dollars (\$1,045.00) per interconnected Megawatt AC of Capacity, and thereafter, Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of five (5) Megawatts AC, Annual Payments to be made by Owner to each Taxing Jurisdiction during the Term of this Agreement shall be as listed in Exhibit B, attached hereto and made a part hereof. Each Annual Payment will be paid to the County in accordance with Sections 4.0 and 2.4 of this Agreement.

2.4 Payment and Billing. The Annual Payment amount and payment date will be noted on an annual bill issued by the County to the Owner, provided that any failure by the County to issue such a bill shall not relieve Owner of its obligation to make timely payments under this Section.

2.5 Depreciation and Changes in Tax Rate. Owner agrees that the Annual Payments to be made under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction's respective tax rate, and the Taxing Jurisdiction agree that the Annual Payments will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction's respective tax rate, all of which factors have been considered in arriving at the Annual Payment amounts reflected in this Agreement.

2.6 Special Districts and Underlying Property. Owner agrees that the Annual Payment shall not include any property taxes due and payable to any special district and/or any property taxes due against the underlying land on which the Project is sited. Owner agrees that such special district and underlying land taxes shall be made in addition to the Annual Payment.

3.0 Change in Capacity.

3.1 Change in Capacity at Mechanical Completion: Adjustments to Payments. If on the date that the Project is mechanically complete and Owner has commenced production of electricity (the "Completion Date"), the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit

B will be increased on a pro rata basis, as mutually agreed upon by the Parties in their respective reasonable discretion.

3.2 Change in Capacity After Mechanical Completion: Adjustments to Payments. If, after the Completion Date, the Capacity of the Project is increased as a result of the replacement or upgrade of existing Project equipment or property, or the addition of new Project equipment or property, or any other reason whatsoever, the Annual Payments set forth in Exhibit B shall be increased on a pro rata basis for the remaining years of the Term, as mutually agreed upon by the Parties in their respective reasonable discretion.

4.0 Payment Collection.

4.1 Payment to the Taxing Jurisdictions. Annual Payments to the Taxing Jurisdiction as specified in Exhibit "B" hereof shall be made in lawful money of the United States of America by check payable to the County Treasurer and mailed to the County of Albany, 112 State Street, Room 1200, Albany, New York 12207, Attn: Albany County Treasurer, and are due no later than January 31st of each Fiscal Year (the "Annual Payment Date").

4.2 Late Payments. All late Annual Payments, or portions thereof, shall accrue interest at the statutory rate for late tax payments under New York Law ("Interest"), and are subject to a late fee equal to twelve percent (12%) of any outstanding amount due. Owner shall pay the attorney fees, costs and disbursements, filing fees, and other Court costs, and all other costs incurred by a Taxing Jurisdictions in the collection of its share of any unpaid amounts required by this Agreement to have been paid.

5.0 4.3 In the event of the failure by the Owner to make the required Annual Payment, subject to the provisions of Section 13.0 the Taxing Jurisdiction shall notify the Assessor in writing of such failure, whereupon the Assessor shall remove the RPTL 487 exemption for the Project and immediately return the Project to its full value on the tax roll for taxation purposes. Additionally, in the event of such failure the Taxing Jurisdictions shall have the right to pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute. Tax Status. Tax Certiorari. Separate Tax Lot.

5.1 Exemption. The Parties acknowledge and agree that the Project is to be assessed as exempt from real property taxation in accordance with and to the extent authorized by RPTL 487. The Taxing Jurisdiction agree as long as the Owner timely pays the Annual Payments throughout the Term and upon the terms and conditions of this Agreement, the Taxing Jurisdiction will not levy any ad valorem real property taxes with respect to the Project to which the Project might otherwise be subject to under New York law.

5.2 Payments of Special Assessments or Special District Assessments. This Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdictions to the Project other than taxes or charges from which the Project is exempt pursuant to RPTL 487.

5.3 Tax Certiorari. Provided that the Project is recognized as exempt upon the assessment rolls of the Taxing Jurisdictions in accordance with RPTL 487 during each Fiscal Year of the Term hereof, Owner covenants that it will not commence any proceeding pursuant to Article 7 of the RPTL or any other applicable State or Federal law, for the review of any assessment covered by this Agreement.

5.4 Separate Lots. [Intentionally omitted].

6.0 Underlying Land. Notwithstanding anything to the contrary contained in this Agreement, the Owner hereby acknowledges and agrees that the Taxing Jurisdictions shall continue to assess and levy real property taxes against the Property upon which the Project is constructed.

7.0 Assignments, Binding Effect.

7.1 Assignment, generally. This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdictions; such consent may not be unreasonably withheld if the assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdictions, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the satisfaction of the Taxing Jurisdictions, in their respective sole and absolute discretion, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A memorandum of this Agreement shall be recorded by Owner, at Owner's cost and expense, in the Albany County Clerk's Office, and the Taxing Jurisdictions shall reasonably cooperate in the execution of any required assignments with the Owner and its successors.

7.2 Assignment to Affiliate or Financing Party. Owner may, with advance written notice to the Taxing Jurisdictions and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

7.3 Binding Effect. This Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdictions, the Owner and their respective successors and assigns.

8.0 Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9.0 Additional Documentation and Actions. Subject to applicable laws and regulations, each Party shall hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Parties reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdictions to review and negotiate any such instruments or documents.

10.0 Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been

properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Helios Energy New York 13 LLC
411 S Old Woodward Ave, #807
Birmingham, MI 48009

If to the County:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

Albany County Attorney
112 State Street, Room 600
Albany, New York 12207

If to the Assessor:

Town of Guilderland Assessor
PO Box 339
Guilderland, New York 12084

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11.0 Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York without regard to principles of conflicts of law. The Parties each consent to the jurisdiction of the New York State Supreme Court, County of Albany regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising under this Agreement shall be brought solely in such Court.

12.0 Termination Rights of the Owner.

12.1 The Owner may terminate this Agreement in the event the Owner provides notice to the Taxing Jurisdictions that it is discontinuing the production of electricity and is decommissioning its equipment (a "Notice of Termination").

12.2 Upon Owner's delivery of the Notice of Termination, the Owner shall annually pay to the Taxing Jurisdictions, on or before January 31st of each Fiscal Year, an amount equal to the assessed value of the Project for such Fiscal Year, as determined in accordance with the provisions of the RPTL, multiplied by the respective tax rate of the Taxing Jurisdiction for such Fiscal Year that would be applicable to Project without regard to the application of RPTL 487 to the Project. Owner shall be liable for Annual Payments due in the Fiscal Year of such termination, except that if Owner is required to pay any pro-rata portion of real property taxes for the unexpired portion of any Fiscal Year, the Annual Payments for such Fiscal Year shall be reduced pro rata so that the Owner is not required to pay both Annual Payments and real property taxes for any period of time.

13.0 Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdictions may terminate this Agreement on thirty (30) days written Notice of Termination to Owner if:

13.1 Owner fails to timely make the Annual Payments required under this Agreement, unless such payment, with Interest, is received by the Taxing Jurisdictions within thirty (30) days of the Annual Payment Date; or

13.2 Owner has filed, or has had filed against it, a petition for voluntary or involuntary bankruptcy, liquidation, receivership, or executes an assignment for the benefit of creditors, or is otherwise insolvent.

13.3 Upon the Taxing Jurisdictions delivery of a Notice of Termination and the Owner's failure to cure any default within thirty (30) days of delivery thereof, the provisions of Section 12.2 hereof shall apply. In the event the Owner has failed to timely make the payments required under this Agreement, including accrued Interest thereon under Section 4.1, and the Taxing Jurisdictions have terminated this Agreement, in addition to the foregoing, each Taxing Jurisdictions may pursue any remedy against the Owner for in personam monetary relief now or hereafter existing at law, in equity or by statute to collect the total amount due. In the event this Agreement is terminated pursuant to this Section 13.3, then the provisions of Section 12.2 hereof shall apply.

14.0 Remedies; Waiver and Notice.

14.1 No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other remedy or remedies provided by this Agreement, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement.

14.2 Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

14.3 No Waiver. In the event any provision contained in this Agreement should be breached by any Party and thereafter duly waived by the other Party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15.0 Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16.0 Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the Parties hereto.

17.0 No Third-Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18.0 Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any Court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19.0 Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Signature Page Follows]

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

Helios Energy New York 13, LLC

By: _____

Name

Title

Date

COUNTY OF ALBANY, NEW YORK

By: _____

Name

Title

Date

TOWN OF GUILDERLAND ASSESSOR

By: _____

Name

Title

Date

EXHIBIT A
DESCRIPTION OF LAND

EXHIBIT B
ANNUAL PAYMENTS

Fiscal Year	Payment to County
Year 1	\$5,225.00
Year 2	\$5,329.50
Year 3	\$5,436.09
Year 4	\$5,544.81
Year 5	\$5,655.71
Year 6	\$5,768.82
Year 7	\$5,884.20
Year 8	\$6,001.88
Year 9	\$6,121.92
Year 10	\$6,244.36
Year 11	\$6,369.25
Year 12	\$6,496.63
Year 13	\$6,626.56
Year 14	\$6,759.09
Year 15	\$6,894.28



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY, JR
COMMISSIONER

October 13, 2021

Honorable Andrew Joyce
Chair, Albany County Legislature
112 State St., Rm. 710
Albany, NY 12207

Dear Chairman Joyce:

Legislative authorization is requested to transfer tax foreclosed property located in the City of Albany, 311 Second Avenue to the ten heirs of the deceased immediate former property owners.

The amount of \$46,013.66, which represents the full amount of delinquent taxes owed at this writing, has been placed on deposit.

If you have any questions regarding this request, I can make myself available at your earliest convenience. Thank you for your consideration.

Sincerely Yours,

M. David Reilly, JR
Commissioner

cc:

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



County of Albany

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

Legislation Text

File #: TMP-2814, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Foreclosed Property

Requesting Authorization to Transfer Tax Foreclosed Property located in the City of Albany 311 Second Avenue

Date:	October 14, 2021
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
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 LitigationYes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: 435

Date of Adoption: October 15, 2019

Justification: (state briefly why legislative action is requested)

Authorization is requested to transfer tax-foreclosed property located in the City of Albany, 311 Second Avenue Tax Map No. 76.61-4-25 to the remaining ten heirs of the deceased immediate former owners Robert H Townsend Jr. and Betty Farrell. The amount of \$46,013.66 has been placed on deposit which represents taxes and interest accrued on the property.

The deceased immediate former owners Robert H Townsend Jr. and Betty Farrell did not have a formal probate of their respective estates. This is indicated by the attached excerpt from the title search conducted by the County of Albany to start foreclosure proceedings on this property. Mr. Townsend Lansburg a grandson of Robert H Townsend Sr. has placed on deposit funds to have this property remain in the family by requesting it be transferred to the remaining ten heirs as listed on the request letter of October 13, 2021.

This sale shall require that:

All liens that were extinguished because of this foreclosure upon the recording of the deed shall be reinstated. Any additional interest and penalties at the rate of 12% per annum computed to the date upon which the conveyance back of said property is made by the County that have accrued on the delinquent taxes for this property will be owed. The amount of 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 shall be reimbursed to the County.

Honorable Daniel P MC Coy
Albany County Executive
112 State Street
12th Floor
Albany NY, 12207

Townsend J. Lansburg
24 Collamer Rd
Malta, NY 12020
1-203-249-7737
townsend.lansburg@gmail.com

Dear Mr. McCoy,

My Name is Townsend Lansburg my address is 24 Collamer Road, Malta, NY 12020. I am the grandson of Robert H. Townsend. I am contacting you to request the sale of tax-foreclosed property located in the City of Albany, 311 Second Ave to the remaining ten heirs of the deceased immediate former owners Robert H Townsend Jr. and Betty Farrell who did not have a formal probate of their respective estates.

Below is the list of heirs associated with the property:

NICHOLAS FARRELL, residing at 23 Clay's Lane, Averill Park, NY 12018. Phone: (518)-858-5148
ROSEMARY ROCKENSTYRE, residing at 397 Wendell Lane, Dayton, OH 45431. Phone: (937)-902-1505
WILLIAM TOWNSEND, residing at 4 McDonald Road, Albany, NY 12209. Phone: (518)-858-2958
MARK TOWNSEND, residing at 13 Village Drive Apt. 3, Delmar NY 12054. Phone: (518)-366-8872
JEANANN LANSBURG, residing at 24 Collamer Road, Malta, NY 12020. Phone: (518)-708-3934
PAUL TOWNSEND, residing at 311 Second Avenue, Albany, NY 12209. Phone: (518)-331-8433
PETER TOWNSEND, residing at 311 Second Avenue, Albany, NY 12209. Phone: (518)-331-8433
MICHAEL TOWNSEND, residing 299 Mountain Street, Albany, NY 12209. Phone: (518)-368-2315
NICOLE FLORES, 24056 Colgate Street, Dearborn Heights, MI 48125. Phone: (313)-310-3088
BRIAN TOWNSEND, residing at 13402 Bolton Court, Spring Hill, FL 34609. Phone: (518)-301-0892

I am enclosing a certified check for \$46,013.66, which represents the full amount of delinquent taxes due on the property at this writing.

Thank you for your consideration in this matter.

Sincerely,



Townsend J. Lansburg



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality – Albany

Address of Property – 311 Second Avenue

Tax Map Number-76.61-4-25

Property Description-Two Family Residence

BIDDER NAME AND PROPERTIES OWNED BY BIDDER

Purchaser- Listed Ten Heirs

No properties listed for any of these individuals

CODE ENFORCEMENT INFORMATION

Not Applicable

DELINQUENT TAX INFORMATION

Not Applicable

COUNTY FORECLOSURE INFORMATION

Not Applicable

Signed——

ANTHONY DILELLA

Property Manager

DATE----October 13, 2021

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND, MICROPRINTING, SIGNATURE LINE AND A SIMULATED WATERMARK ON THE BACK



TCT Federal Credit Union
416 Rowland Street
Ballston Spa, NY 12020

50-7498/2213

Void if not cashed
in 90 days.

4020466

OCTOBER 8, 2021

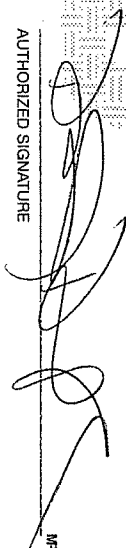
FORTY SIX THOUSAND THIRTEEN DOLLARS & 66/100

*****46013.66

TO
THE
ORDER
OF

ALBANY CNTY DEP OF MANAGEMENT & BUDGET

AUTHORIZED SIGNATURE


MP

⑈4020466⑈ ⑆221374984⑆91285010010009⑈

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jneal

COUNTY OF ALBANY
Real Estate Tax Statement

P 1
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PARCEL: 07606100040250000000

LOCATION: 311 SECOND AVE

OWNER:
TOWNSEND PETER
311 SECOND AVE
ALBANY NY 12209

STATUS:
SQUARE FEET 0
LAND VALUATION 94,000
BUILDING VALUATION 0
EXEMPTIONS 0
TAXABLE VALUATION 94,000
INTEREST PER DIEM 15,360.19

LEGAL DESCRIPTION:

DEED DATE:

BOOK/PAGE:

INTEREST DATE: 09/30/2021

YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2020	RE-E	2936				
1	ALBANY SCH		2,210.65	2,210.65	309.49	2,520.14
	5% PERCENT		110.53	110.53	.00	110.53
			2,321.18	2,321.18	309.49	2,630.67
2020	RE-1	7881				
1	ALBANY PRO		1,355.77	1,355.77	311.83	1,667.60
	5 PERCENT		117.75	117.75	.00	117.75
	ALBANY WAT		999.13	999.13	229.80	1,228.93
			2,472.65	2,472.65	541.63	3,014.28
			2,472.65	2,472.65	541.63	3,014.28
2019	RE-E	5194				
1	ALBANY SCH		2,168.49	2,168.49	563.81	2,732.30
	5% PERCENT		108.42	108.42	.00	108.42
	MAILING CH		1.00	1.00	.00	1.00
	LEGAL CHAR		225.00	225.00	.00	225.00
			2,502.91	2,502.91	563.81	3,066.72
			2,502.91	2,502.91	563.81	3,066.72
2019	RE-1	6452				
1	ALBANY PRO		1,356.69	1,356.69	474.84	1,831.53
	5 PERCENT		133.38	133.38	.00	133.38
	ALBANY WAT		1,094.52	1,094.52	383.08	1,477.60
	OTHER CHAR		216.30	216.30	75.71	292.01
	MAILING CH		1.00	1.00	.00	1.00
			2,801.89	2,801.89	933.63	3,735.52

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COUNTY OF ALBANY
Real Estate Tax Statement

P 2
txtaxstm

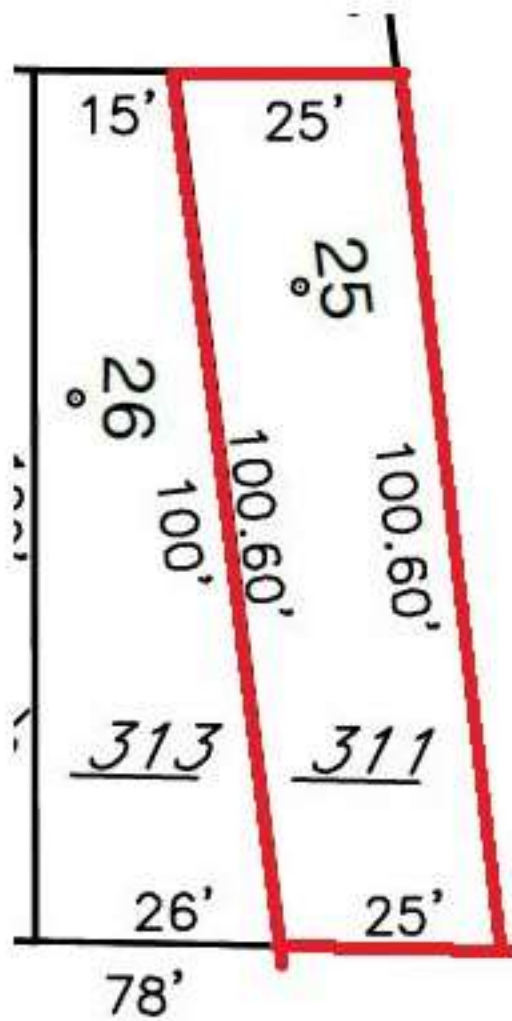
YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
			2,801.89	2,801.89	933.63	3,735.52
2018	LIEN	773				
1	ALB SCH LN		2,441.10	2,441.10	805.56	3,246.66
	LEGAL CHAR		225.00	225.00	.00	225.00
			2,666.10	2,666.10	805.56	3,471.66
			2,666.10	2,666.10	805.56	3,471.66
2018	LIEN	1678				
1	ALB LIENS		3,161.96	3,161.96	1,486.12	4,648.08
			3,161.96	3,161.96	1,486.12	4,648.08
2017	LIEN	1505				
1	ALB SCH LN		2,440.58	2,440.58	1,049.45	3,490.03
			2,440.58	2,440.58	1,049.45	3,490.03
2016	LIEN	1299				
1	ALB LIENS		2,384.06	2,384.06	1,692.68	4,076.74
			2,384.06	2,384.06	1,692.68	4,076.74
2016	LIEN	1890				
1	ALB SCH LN		2,608.19	2,608.19	1,591.00	4,199.19
	LEGAL CHAR		150.00	150.00	.00	150.00
			2,758.19	2,758.19	1,591.00	4,349.19
			2,758.19	2,758.19	1,591.00	4,349.19
2015	LIEN	940				
1	ALB LIENS		2,519.89	2,519.89	2,091.51	4,611.40
			2,519.89	2,519.89	2,091.51	4,611.40
2015	LIEN	1380				
1	ALB SCH LN		1,802.30	1,802.30	1,351.73	3,154.03
			1,802.30	1,802.30	1,351.73	3,154.03

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jneal

COUNTY OF ALBANY
Real Estate Tax Statement

P 3
txtaxstm

YEAR INST	TYPE CHARGE	BILL LN	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2014	LIEN	1414				
1	ALB SCH LN		440.20	440.20	413.79	853.99
			440.20	440.20	413.79	853.99
2014	LIEN	1652				
1	ALB LIENS		2,351.87	2,351.87	2,234.28	4,586.15
	TITLE SEAR		290.00	290.00	.00	290.00
	MAIL CHARG		35.00	35.00	.00	35.00
			2,676.87	2,676.87	2,234.28	4,911.15
			2,676.87	2,676.87	2,234.28	4,911.15
GRAND TOTALS			30,948.78	30,948.78	15,064.68	46,013.46



TAX LIEN FORECLOSURE SEARCH

Search Date April 2, 2019 OHTA Number A17-0926
Municipality City of Albany Index Number 2650-15
Foreclosure No. 0002286 Tax Map Number 76.61-4-25
Property Address 311 Second Avenue, Albany, NY 12209
Date of Filing of List of Delinquent Taxes June 1, 2015

Open Mortgages	0
Assignments	0
Judgments	1
Federal Tax Liens	0
UCCs	0
State Tax Warrants	0
Leases	0
Other Lienors	0
Other Interests	6
Estate Proceedings	1
Mortgage Foreclosures	0
	8

NOTE: CERTIFIED AS TO A LEVEL 2 SEARCH

No formal Estate proceedings are found for either Betty Farrell or Robert H. Townsend, Jr., therefore, in order to insure any conveyance of subject premises out of the tax proceeding. Company would have to receive, review, and accept heirship Affidavits for both Estates. Regarding the interest of Robert H. Townsend, Sr. in Book 996 cp. 529 (copy attached), as assumption is being made that Jeannette Townsend was his wife. Her Surrogates proceeding is included herein.

TAX LIEN FORECLOSURE SEARCH

Search Date April 2, 2019

OHTA Number A17-0926

Municipality City of Albany

Index Number 2650-15

Foreclosure No. 0002286

Tax Map Number 76.61-4-25

Property Address 311 Second Avenue, Albany, NY 12209

Date of Filing of List of Delinquent Taxes June 1, 2015

Open Mortgages	0
Assignments	0
Judgments	1
Federal Tax Liens	0
UCCs	0
State Tax Warrants	0
Leases	0
Other Lienors	0
Other Interests	6
Estate Proceedings	1
Mortgage Foreclosures	0
	8

NOTE: CERTIFIED AS TO A LEVEL 2 SEARCH

No formal Estate proceedings are found for either Betty Farrell or Robert H. Townsend, Jr., therefore, in order to insure any conveyance of subject premises out of the tax proceeding. Company would have to receive, review, and accept heirship Affidavits for both Estates. Regarding the interest of Robert H. Townsend, Sr. in Book 996 cp. 529 (copy attached), as assumption is being made that Jeannette Townsend was his wife. Her Surrogates proceeding is included herein.

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. Betty	Farrell	311 Second Avenue	Albany	NY 12209
2.	Estate of Robert H. Townsend, Jr.	311 Second Avenue	Albany	NY 12209
3. Peter	Townsend, as distributee	311 Second Avenue	Albany	NY 12209
4. Michael	Townsend, as distributee	311 Second Avenue	Albany	NY 12209
5. Douglas	Townsend, as distributee	311 Second Avenue	Albany	NY 12209
6. Paul	Townsend, as distributee	311 Second Avenue	Albany	NY 12209

A-2. ADDITIONAL ADDRESSEES

7. Michael	Townsend	Mountain Street	Albany	NY 12209
8. Douglas	Townsend	12 Ramsey Place	Albany	NY 12208
9. Michael S.	Townsend	Goethestrasse 62	Oldenburg	Germany 26123
10. Michael C.	Townsend	267 Ravenwood Avenue	Rochester	NY 14619

Source Deed As to Betty Farrell As to distributes
Book 2059 Page 815 Estate of Robert Townsend, Jr.

Deed R and R

B. ADDITIONAL PARTIES

MORTGAGES (0)

1.

ASSIGNMENTS (0)

1.

JUDGMENTS (0)

1.

TAX LIEN FORECLOSURE SEARCH

SECTION I (continued)

FEDERAL TAX LIENS (0)

1.

UCC (0)

1.

STATE TAX WARRANTS (0)

1.

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (3)

1.	Albany Water Board	PO Box 1966	Albany	NY	12201-1966
2.	Commissioner, Water and Water Supply	35 Erie Blvd	Albany	NY	12204
3. IRS	Federal Estate Tax Division	North Pearl Street and Clinton Avenue	Albany	NY	12207
4. NYS Dept. of Taxation and Finance	TTTB-Estate Tax	Building 8 W.A. Harriman Campus	Albany	NY	12227

ESTATE PROCEEDINGS (1)

1. Jeannette Townsend	311 Second Avenue	Albany	NY	12209
-----------------------	-------------------	--------	----	-------

MORTGAGE FORECLOSURES (0)

1.

SECTION II

TAX LIEN FORECLOSURE SEARCH

SECTION II (continued)

STATE TAX WARRANTS (0)

1.

LEASES (0)

1.

OTHER LIENORS (0)

1.

OTHER INTERESTS (3)

1. IRS	Federal Estate Tax Division	North Pearl Street and Clinton Avenue	Albany	NY 12207
2. NYS Dept. of Taxation and Finance	TTTB-Estate Tax	Building 8 W.A. Harriman Campus	Albany	NY 12227
3. Katherine L. Hentnik, Esq., as agent		930 Albany-Shaker Road	Latham	NY 12110

ESTATE PROCEEDINGS (0)

1.

MORTGAGE FORECLOSURES (0)

1.

CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 7th day of January, nineteen hundred and 1915 2059 315
BETWEEN WILLIAM HEINECKE, 161 Shaker Road, Albany, N.Y., as Executor
of the estate of JEANNETTE TOWNSEND, by virtue of the Last Will and
Testament of Jeannette Townsend, late of the County of Albany, N.Y.,
and ROBERT H. TOWNSEND, JR., residing at 311 Second Avenue, Albany,
New York, and JEAN BYRNE, residing at 1 Jeannette Street, Albany, New
York, and DOLORES LEISENFELDER, residing at 15 West VanVechten Street,
Albany, New York, and BETTY FARRELL, residing at 311 Second Avenue,
Albany, New York,

ies
party of the first part, and

BETTY FARRELL, residing at 311 Second Avenue, City of Albany,
County of Albany, State of New York, and ROBERT H. TOWNSEND, JR., residing
at 311 Second Avenue, City of Albany, County of Albany, State of
New York, as tenants in common,

ies
party of the second part,

WITNESSETH, that the party of the first part, in consideration of ONE and 00/100-

dollars,

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, the heirs or
successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,
lying and being in the northerly side of Second Avenue, between West
Van Vechten and Hurlbut Streets, in the first ward of the City of
Albany, bounded and described as follows:-

BEGINNING at the point of intersection of the northerly
line of Second Avenue with the westerly line of West Van Vechten
Street and runs from said point of beginning westerly along the
northerly line of Second Avenue twenty-five (25.0) feet; thence
northerly parallel with the westerly line of West VanVechten Street
one hundred and sixty one-hundredths (100.60) feet; thence easterly
parallel with the northerly line of Second Avenue twenty-five (25.0)
feet to a point in the westerly line of West VanVechten Street; thence
so therly along the westerly line of West VanVechten Street one
hundred and sixty one-hundredths (100.60) feet to the point or place
of beginning, said parcel of land being a part of the lot known and
distinguished on a map of lots fronting on Second Avenue in the first
ward of said City made by William H. Slingerland, Civil Engineer and
Surveyor, August 30th, 1883, as lot number fourteen (14); and also
part of the lot known and distinguished on a map of lots fronting on
Second Avenue in the first ward of said City, made by William H.
Slingerland, Civil Engineer and Surveyor, August 30th, 1883, as lot
number fifteen (15).

each of
it being intended that the portions of the second part herein, are
vested with an undivided one-half (1/2) interest in the premises.

The consideration for this conveyance is less than \$100.00.

(2)

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192059 91 816

TOGETHER with all right, title and interest, if any, of the party^{ies} of the first part in and to any streets and roads abutting the above described premises to the center lines thereof,^{ies}
TOGETHER with the appurtenances and all the estate and rights of the party^{ies} of the first part in and to said premises,^{ies}
TO HAVE AND TO HOLD the premises herein granted unto the party^{ies} of the second part, the heirs or successors and assigns of the party^{ies} of the second part forever.

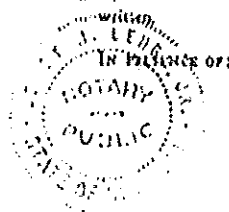
WHA 2059 DEC 817

AND the party^{ies} of the first part covenants that the party^{ies} of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

AND the party^{ies} of the first part, in compliance with Section 13 of the Lien Law, covenants that the party^{ies} 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.

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



William H. Leinecke
William H. Leinecke
Robert H. Townsend
Robert H. Townsend
Dolores Leinecke
Dolores Leinecke
Joan Byrne
Joan Byrne
Betty Farrell
Betty Farrell

STATE OF NEW YORK, COUNTY OF ALBANY

On the 7th day of January 1973, before me personally came ROBERT H. TOWNSEND, JR., DEAN BYRNE, and DOLORIS LEISENFELDER and BETTY FARRELL
 to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they executed the same.

662359
 Notary Public

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came to me known, who, being by me duly sworn, did depose and say that he resides at No.

that he is the of

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

STATE OF NEW YORK, COUNTY OF ALBANY SS.

On this 7th day of January, 1973, before me, the subscriber, personally appeared WILLIAM HEINECKE, the Executor of the last Will and Testament of JEANNETTE TOWNSEND, to me personally known and known to me to be the same person described in and who executed the within instrument, and he duly acknowledged to me that he executed the same as such Executor as aforesaid for the purposes therein mentioned.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came

to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that executed the same.

STATE OF NEW YORK, COUNTY OF

On the day of 19 , before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

that he knows

to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw execute the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Notary Public

Bargain and Sale Deed

WITH COVENANT AGAINST GRANTOR'S ACTS

TITLE NO.

TO

SECTION

RICH

LOT

COUNTY OR TOWN

Recorded at Request of
 HOME TITLE DIVISION

CHICAGO TITLE INSURANCE COMPANY

Return by Mail to

STANDARD FORM OF NEW YORK BOARD OF TITLE UNDERWRITERS

Distributed by

**HOME TITLE DIVISION
 CHICAGO TITLE
 INSURANCE COMPANY**

Robert H. Townsend, Jr.
 311 Adams Ave.
 Albany, New York 12207

State of New York } ss: Recorder
 County of Albany }
 On the 26th day of Feb. 1973

 back

 page 5 of 5

ALBANY COUNTY CLERK

Deed

996 PAGE 529

Made the 20th day of February Nineteen Hundred and Forty-six

Albany JOHN G. BELL, (unmarried), residing at No. 11¹/₂ Chestnut Street, in the City of Albany, County of Albany, and State of New York,

part y of the first part, and

ROBERT H. TOWNSEND, SR. and ROBERT H. TOWNSEND, JR. residing at No. 311 Second Avenue, in the City of Albany, County of Albany, and State of New York,

parties of the second part,

Witnesseth, that the part y of the first part, in consideration of One - - - - - Dollar (\$1.00- - - - -) lawful money of the United States, and other good and valuable considerations paid by the parties of the second part,

do hereby grant and release unto the parties of the second part, their heirs and assigns forever, all THAT certain lot or piece of ground, together with the buildings thereon, situate on the northerly side of Second Avenue, between West VanVechten and Hurlbut Streets, in the first ward of the City of Albany, bounded and described as follows:-

BEGINNING at the point of intersection of the northerly line of Second Avenue with the westerly line of West VanVechten Street and runs from said point of beginning westerly along the northerly line of Second Avenue twenty-five (25.0) feet; thence northerly parallel with the westerly line of West VanVechten Street one hundred and sixty one-hundredths (100.60) feet; thence easterly parallel with the northerly line of Second Avenue twenty-five (25.0) feet to a point in the westerly line of West VanVechten Street; thence southerly along the westerly line of West VanVechten Street one hundred and sixty one-hundredths (100.60) feet to the point or place of beginning, said parcel of land being a part of the lot known and distinguished on a map of lots fronting on Second Avenue in the first ward of said City made by William H. Slingerland, Civil Engineer and Surveyor, August

2nd
grantee
in
205915815
I think

1998 MAY 530

30th, 1883, as lot number fourteen (14); and also part of the lot known and distinguished on a map of lots fronting on Second Avenue in the first ward of said City, made by William H. Slingerland, Civil Engineer and Surveyor, August 30th, 1883, as lot number fifteen (15).

BEING the same premises conveyed to the party of the first part hereto by George Schwinn, by Warranty Deed dated the 13th day of May 1942, and recorded in the Office of the Clerk of the County of Albany on the 13th day of May 1942 in Book 944 of Deeds at Page 156.

~~Grantor~~ with the appurtenances and all the estate and rights of the
~~party~~ of the first part in and to said premises,
~~the party of the first part~~ the premises herein granted unto the part 100
of the second part, their heirs and assigns forever,

~~And~~ said party of the first part

covenant as follows:

~~First~~ That the part 100 of the second part shall quietly enjoy the said
premises.

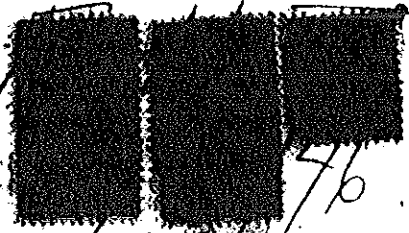
~~Second~~ That said party of the first part

will forever ~~convey~~ the title to said premises.

~~Third~~ That the grantor ~~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 any improvement, that has been com-
menced upon the premises and has not been completed at least four months before
the making and recording of this deed, and that the grantor ~~will~~ apply the same
first to the payment of the cost of improvement before using any part of the total
of the same for any other purposes.

In Witness Whereof the party of the first part has
hereunto set his hand and seal the day and year first above written.

In Presence of



John E. Bell



996 PAGE 532
State of New York
County of ALBANY
CITY of ALBANY

On this 20th day of February Nineteen Hundred and
Forty-six before me, the subscriber, personally appeared

JOHN C. BELL

to me personally known and known to me to be the same person described
in and who executed the within Instrument, and he duly
acknowledged to me that he executed the same

Francis H. Trumble

Notary Public, Albany County, N.Y.

6160

ALBANY COUNTY, N.Y.
FEB 20 3 29 PM '46

4
x
10
Red

JOHN C. BELL

TO

ROBERT H. JOHNSON, SR.
AND
ROBERT H. JOHNSON, JR.

Dated February 20th 1946

STATE OF NEW YORK
County of Albany

RECORDED
ON THE

20 day of Feb. 1946
at 3:39 o'clock P.M.

in LIBER 529 of DEEDS
at PAGE 529 underneath

Francis H. Trumble

99 South Street
Albany, New York

By *Francis H. Trumble*
11 N. 2nd St.
Albany, N.Y.

Estate of Jeanette Townsend.

54812

DOD: 8/19/72

Probate Petition of William Heinecke

DOP: 9/18/72

distributes:	Betty Farrell	daughter	W
	Jean Byrne	daughter	W
	Dolores Leisenfelder	daughter	W
	Robert Townsend	son.	W

Will: all interest in 311 2nd Ave
clo Albany to Betty Farrell.
exec: William Heinecke
witnesses ✓

LT to petitioner 10/18/72

Inventory: $\frac{1}{3}$ interest in $\frac{1}{2}$ premises

I think these are Robert Jr's kids!

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF Albany

VOLUNTARY ADMINISTRATION, Estate of

AFFIDAVIT IN RELATION TO
SETTLEMENT OF ESTATE UNDER
ARTICLE 13, SCPA

File No. 2014-52
(as of 1/2009)*

John A Townsend Deceased. X

STATE OF NEW YORK }
COUNTY OF Albany } ss.:

(INSTRUCTIONS: In completing this form,
answer each question. This may be done in some
instances by crossing out words in parentheses
and in some instances by inserting the required
information.)

I, PETER D Townsend, being duly sworn, depose and say

(1) My permanent address is: 311 2nd Ave Albany
(Street Address) (City/Town/Village)
Albany N.Y. 12209
(County) (State) (Zip) (Telephone Number)

My mailing address is: _____
(If different from permanent address)

(2) My interest is: ☐ Distributee of decedent Brother
(Relationship)
☐ Other (Specify) _____

(3) The name, permanent address, date, place of death, and citizenship of the decedent, to whose estate this proceeding relates, are as follows:

Name of Decedent (a/k/a, if applicable): John A Townsend

Permanent Address: 38 Jeannett St Albany Albany N.Y.
(Street Address) (City/Town/Village) (County) (State)

Date of Death: 3/9/11 Place of Death: 38 Jeannett St Albany N.Y.
(City/Town/Village) (State)

Citizenship: U.S.A.

(4) Decedent died: ☒ Intestate (without a will)
☐ Testate (the original will is attached)

(5) A search of the records of the Court shows that no application has been made in the estate of the decedent for voluntary administration, letters of administration or for probate of a will, and your affiant is informed and verily believes that no such application ever has been made to any other Surrogate's Court in this state.

SE-3A *For use only where decedent died on or after January 1, 2009

(6) The names and addresses of the decedent's distributees under New York law, including non-marital children and descendants of predeceased non-marital children, and their relationships to the decedent, are as follows: (If more space is needed, add a sheet of paper)

Name	Post Office Address (Including Zip)	Relationship Indicate if non-marital
MICHAEL Townsend	Mountain St 12209	Brother
Douglas Townsend	12 Ramsey Pl. 12208	Brother
Paul Townsend	311 2nd Ave 12209	Brother

(7) (If decedent had a will) The names and addresses of all beneficiaries in the will of the decedent filed herewith are as follows: (If more space is needed, add a sheet of paper)

Name	Post Office Address (Including Zip)	Bequest

8) The value of the entire personal property, wherever located, of the decedent, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under the EPTL §5-3.1, does not exceed \$30,000.00.

9) The following, exclusive of joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), and jointly owned personal property, or property exempt under EPTL §5-3.1, is a complete list of all personal property owned by the decedent, either standing in his/her own name or owned by him/her beneficially and including items of value in any safe deposit box. (If more space is needed, add a sheet of paper)

Items of Personal Property Separately Listed	Value of Each Item
CITY OF ALBANY	2,829.73
Buy out Citeck	750.00
2 Citeck's	2,079.73

TOTAL \$ _____

(10) All the liabilities of the decedent known to me are as follows: (If more space is needed, add a sheet of paper)

<u>Name of Creditor</u>	<u>Amount Owed</u>
_____	_____
_____	_____
_____	_____

(11) I undertake to act as voluntary administrator/trix of the decedent's estate, and to administer it pursuant to Article 13 of the Surrogate's Court Procedure Act. I agree to reduce all of the decedent's assets to possession; to liquidate such assets to the extent necessary; to open an estate bank account in a bank of deposit or savings bank in this state, in which I shall deposit all money received; to sign all checks drawn on or withdrawals from such account in the name of the estate by myself, as voluntary administrator/trix; to pay the expenses of administration, the decedent's reasonable funeral expenses and his/her debts in the order provided by law; and to distribute the balance to the person or persons and in the amount or amounts provided by law. As voluntary administrator/trix, I shall file in this court an account of all receipts and of disbursements made.

(12) I understand that this proceeding will not determine the estate tax liability, if any, in the event that the decedent had any interest in real property or any joint bank accounts, trust accounts, U.S. savings bonds POD (payable on death), or jointly owned or trust property.

(13) If letters testamentary or of administration are later granted, I acknowledge that my powers as voluntary administrator/trix shall cease, and I shall deliver to the court-appointed fiduciary a complete statement of my account and all assets and funds of the estate in my possession.

Peter Townsend

Signature of Affiant

Peter Townsend

Print Name

Sworn to before me on

January 17, 2014

Scott E. Armando

Notary Public

My Commission Expires:

(Affix Notary Stamp or Seal)

SCOTT E. ARMANDO
NOTARY PUBLIC STATE OF NEW YORK
01AR6226600
QUALIFIED IN RENSSELAER COUNTY
COMMISSION EXPIRES AUG 16 2014

6/12/2014

Signature of Attorney: _____

Print Name: _____

Firm Name: _____

Tel. No.: _____

Address of Attorney: _____



ALBANY COUNTY – STATE OF NEW YORK
BRUCE A. HIDLEY COUNTY CLERK
16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE

*****THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*****



INSTRUMENT #: R2016-457

Receipt#: 20160014993
Clerk: DK
Rec Date: 01/11/2016 11:05:29 AM
Doc Grp: D
Descrip: DEED
Num Pgs: 3
Rec'd Frm: TOWNSEND PETER

Party1: TOWNSEND DOUGLAS
Party2: TOWNSEND PETER
Muni: ALBANY CITY

Recording:

Cover Page	5.00
Recording Fee	30.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75
TP584	5.00
RP5217 Residential/Agricu	116.00
RP5217 - County	9.00

Sub Total: 185.00

Transfer Tax
Transfer Tax - State 0.00

Sub Total: 0.00

Total: 185.00

****** NOTICE: THIS IS NOT A BILL ******

******* Transfer Tax *******
Transfer Tax #: 3506
Transfer Tax
Consideration: 0.00

Total: 0.00

Record and Return To:

BOX 34

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
Albany County Clerk

Re R to Cooper Ennis
Box 34

A
2/24/2016

QUIT CLAIM DEED

THIS INDENTURE, Made the 21 day of December, 2015,

Between

Douglas Townsend, with an address of 12 Ramsey Place, Albany, New York 12208, party of the first part,

and

Peter Townsend, with an address of 311 Second Avenue, Albany, New York 12209, party of the second part,

Witnesseth that the party of the first part, in consideration of ONE DOLLAR AND NO/100 (\$1.00) lawful money of the United States, and other good and valuable consideration, paid by the party of the second part, does hereby remise, release and quitclaim unto the party of the second part, its or successors and assigns forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the northerly side of Second Avenue, between West Van Vechten and Hurlbut Streets, in the first ward of the City of Albany, County of Albany and State of New York, bounded and described as follows:

Beginning at the point of intersection of the northerly line of Second Avenue with the westerly line of West Van Vechten Street and runs from said point of beginning westerly along the northerly line of Second Avenue twenty-five (25.0) feet; thence northerly parallel with the westerly line of West Van Vechten Street one hundred and sixty one-hundredths (100.60) feet; thence easterly parallel with the northerly line of Second Avenue twenty-five (25.0) feet to a point in the westerly line of West Van Vechten Street; thence southerly along the westerly line of West Van Vechten Street one hundred and sixty one-hundredths (100.60) feet to the point or place of beginning. Said parcel of land being a part of the lot known and distinguished on a map of lots fronting on Second Avenue in the first ward of said City made by William H. Slingerland, Civil Engineer and Surveyor, August 30th, 1883, as lot number fourteen (14); and also part of the lot known and distinguished on a map of lots fronting on Second Avenue in the first ward of said City, made by William H. Slingerland, Civil Engineer and Surveyor, August 30th, 1883, as lot number fifteen (15).

Intending to describe the same premises conveyed to Betty Farrell and Robert H. Townsend, Jr.,

as tenants in common, by deed dated February 7, 1973 and recorded in the Albany County Clerk's Office on February 16, 1973 in Book 2059 at page 815. Robert H. Townsend, Jr. died on Oct. 1986, leaving Douglas Townsend one of his heirs at law.

This conveyance is made subject to covenants, conditions, restrictions and easements of record affecting the subject premises. *Surround*

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, their heirs or successors and assigns of the party of the second part forever.

And, the party of the first part, in compliance with Section 13 of the Lien Law, covenant 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.

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.

+ Douglas Townsend
Douglas Townsend

STATE OF New York

)ss.:

COUNTY OF Albany

On this 12 day of December, 2015 before me, the undersigned, personally appeared, Douglas Townsend, 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

Kelly Malloy Pogoda
KELLY MALLOY POGODA
Notary Public, State of New York
Qualified in Rensselaer County
No. 01MA498913
Commission Expires July 13, 2018

226613

Bruce A. Hidley, Albany County Clerk

Instr #: J17-2100
Case #: S0355914

Rec Date: 03/24/2017 10:26 AM
Doc Grp/Desc: J / JUDGMENT, CIVIL

Creditor: STATE OF NEW YORK
THE CAPITOL
ALBANY, NY 12224

Debtor: TOWNSEND MICHAEL C
267 RAVENWOOD AVENUE
ROCHESTER, NY 14619

Court Name: SUPREME

Where Perfected: ALBANY

Perfected Date: 3/24/2017

Damages: \$1,563.14

Costs: \$269.50

Total: \$1,832.64

Plaintiff Attorney: THOMAS J. SCHREMPF

Notes: TRANSFILED - MONROE COUNTY - 4/12/17

Related: 07/14/2014 CONTRACT Case#: S0355914

5



ALBANY COUNTY – STATE OF NEW YORK
BRUCE A. HIDLEY COUNTY CLERK
 16 EAGLE STREET, ALBANY, NEW YORK 12207

COUNTY CLERK'S RECORDING PAGE

*****THIS PAGE IS PART OF THE DOCUMENT – DO NOT DETACH*****



Recording:

Cover Page	5.00
Recording Fee	45.00
Cultural Ed	14.25
Records Management - Coun	1.00
Records Management - Stat	4.75

INSTRUMENT #: R2018-2782

Receipt#: 20180204560
 Clerk: TR
 Rec Date: 02/02/2018 11:44:46 AM
 Doc Grp: D
 Descrip: POWER OF ATTORNEY
 Num Pgs: 6
 Rec'd Frm: TOWNSEND MICHAEL

Total: 70.00
****** NOTICE: THIS IS NOT A BILL ******

Party1: TOWNSEND MICHAEL S
 Party2: HENTNIK KATHERINE L

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.

Record and Return To:

SASE/WERTINE RIES

Bruce A. Hidley
 Albany County Clerk



New York State Bar Association
New York Statutory Short Form Power of Attorney, 8/18/10, Eff. 9/12/10

RR to:
Wentime Pits
930 Albany Shaker Rd
Albany, NY 12210

17-LP-11184

POWER OF ATTORNEY NEW YORK STATUTORY SHORT FORM

(a) **CAUTION TO THE PRINCIPAL:** Your Power of Attorney is an important document. As the "principal," you give the person whom you choose (your "agent") authority to spend your money and sell or dispose of your property during your lifetime without telling you. You do not lose your authority to act even though you have given your agent similar authority.

When your agent exercises this authority, he or she must act according to any instructions you have provided or, where there are no specific instructions, in your best interest. "Important Information for the Agent" at the end of this document describes your agent's responsibilities.

Your agent can act on your behalf only after signing the Power of Attorney before a notary public.

You can request information from your agent at any time. If you are revoking a prior Power of Attorney, you should provide written notice of the revocation to your prior agent(s) and to any third parties who may have acted upon it, including the financial institutions where your accounts are located.

You can revoke or terminate your Power of Attorney at any time for any reason as long as you are of sound mind. If you are no longer of sound mind, a court can remove an agent for acting improperly.

Your agent cannot make health care decisions for you. You may execute a "Health Care Proxy" to do this.

The law governing Powers of Attorney is contained in the New York General Obligations Law, Article 5, Title 15. This law is available at a law library, or online through the New York State Senate or Assembly websites, www.senate.state.ny.us or www.assembly.state.ny.us.

If there is anything about this document that you do not understand, you should ask a lawyer of your own choosing to explain it to you.

(b) **DESIGNATION OF AGENT(S):**

I, Michael S. Townsend
(name of principal)

Goethestrasse 62, Oldenburg, Germany ²⁶¹²³~~26125~~ mst
(address of principal)

hereby appoint:

Katherine L. Hentnik, Esq.
(name of agent)

930 Albany Shaker Road, Latham, NY 12110

as my agent(s).

If you designate more than one agent above, they must act together unless you initial the statement below.

☐ My agents may act SEPARATELY.



New York State Bar Association
New York Statutory Short Form Power of Attorney, 8/18/10, Eff. 9/12/10

(c) **DESIGNATION OF SUCCESSOR AGENT(S): (OPTIONAL)**

If any agent designated above is unable or unwilling to serve, I appoint as my successor agent(s):

(name of successor agent)

(address of successor agent)

(name of second successor agent),

(address of second successor agent)

Successor agents designated above must act together unless you initial the statement below.

() My successor agents may act SEPARATELY.

You may provide for specific succession rules in this section. Insert specific succession provisions here:

(d) This **POWER OF ATTORNEY** shall not be affected by my subsequent incapacity unless I have stated otherwise below, under "Modifications".

(e) This **POWER OF ATTORNEY DOES NOT REVOKE** any Powers of Attorney previously executed by me unless I have stated otherwise below, under "Modifications".

If you do NOT intend to revoke your prior Powers of Attorney, and if you have granted the same authority in this Power of Attorney as you granted to another agent in a prior Power of Attorney, each agent can act separately unless you indicate under "Modifications" that the agents with the same authority are to act together.

(f) **GRANT OF AUTHORITY:**

To grant your agent some or all of the authority below, either

(1) Initial the bracket at each authority you grant, or

(2) Write or type the letters for each authority you grant on the blank line at (P), and initial the bracket at (P). If you initial (P), you do not need to initial the other lines.

I grant authority to my agent(s) with respect to the following subjects as defined in sections 5-1502A through 5-1502N of the New York General Obligations Law:

~~initial~~ (A) real estate transactions; including, but not limited to, purchase of 23 Red Fox Drive, Albany (Town of Colonie), NY 12205 for \$239,000 and a mortgage to Homestead Funding Corp. not to exceed \$227,050.00 on 23 Red Fox Drive, Albany (Town of Colonie), NY;

() (B) chattel and goods transactions;

() (C) bond, share, and commodity transactions;

~~initial~~ (D) banking transactions;

() (E) business operating transactions;

~~initial~~ (F) insurance transactions;

() (G) estate transactions;

() (H) claims and litigation;



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- ☐ (I) personal and family maintenance: If you grant your agent this authority, it will allow the agent to make gifts that you customarily have made to individuals, including the agent, and charitable organizations. The total amount of all such gifts in any one calendar year cannot exceed five hundred dollars;
- ☐ (J) benefits from governmental programs or civil or military service;
- ☐ (K) health care billing and payment matters; records, reports, and statements;
- ☐ (L) retirement benefit transactions;
- ☒ (M) ~~all other matters~~ **tax matters**;
- ☐ (N) all other matters;
- ☐ (O) full and unqualified authority to my agent(s) to delegate any or all of the foregoing powers to any person or persons whom my agent(s) select;
- ☐ (P) EACH of the matters identified by the following letters: _____.

You need not initial the other lines if you initial line (P).

(g) MODIFICATIONS: (OPTIONAL)

In this section, you may make additional provisions, including language to limit or supplement authority granted to your agent. However, you cannot use this Modifications section to grant your agent authority to make gifts or changes to interests in your property. If you wish to grant your agent such authority, you **MUST** complete the Statutory Gifts Rider.

(h) CERTAIN GIFT TRANSACTIONS: STATUTORY GIFTS RIDER (OPTIONAL)

In order to authorize your agent to make gifts in excess of an annual total of \$500 for all gifts described in (I) of the grant of authority section of this document (under personal and family maintenance), you must initial the statement below and execute a Statutory Gifts Rider at the same time as this instrument. Initialing the statement below by itself does not authorize your agent to make gifts. The preparation of the Statutory Gifts Rider should be supervised by a lawyer.

☐ (SGR) I grant my agent authority to make gifts in accordance with the terms and conditions of the Statutory Gifts Rider that supplements this Statutory Power of Attorney.

(i) DESIGNATION OF MONITOR(S): (OPTIONAL)

If you wish to appoint monitor(s), initial and fill in the section below:

☐ I wish to designate, whose address(es) is (are), as monitor(s). Upon the request of the monitor(s), my agent(s) must provide the monitor(s) with a copy of the power of attorney and a record of all transactions done or made on my behalf. Third parties holding records of such transactions shall provide the records to the monitor(s) upon request.

(j) COMPENSATION OF AGENT(S): (OPTIONAL)

Your agent is entitled to be reimbursed from your assets for reasonable expenses incurred on your behalf. If you **ALSO** wish your agent(s) to be compensated from your assets for services rendered on your behalf, initial the statement below. If you wish to define "reasonable compensation", you may do so above, under "Modifications".



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() My agent(s) shall be entitled to reasonable compensation for services rendered.

(k) ACCEPTANCE BY THIRD PARTIES:

I agree to indemnify the third party for any claims that may arise against the third party because of reliance on this Power of Attorney. I understand that any termination of this Power of Attorney, whether the result of my revocation of the Power of Attorney or otherwise, is not effective as to a third party until the third party has actual notice or knowledge of the termination.

(l) TERMINATION:

This Power of Attorney continues until I revoke it or it is terminated by my death or other event described in section 5-1511 of the General Obligations Law.

Section 5-1511 of the General Obligations Law describes the manner in which you may revoke your Power of Attorney, and the events which terminate the Power of Attorney.

(m) SIGNATURE AND ACKNOWLEDGMENT:

In Witness Whereof I have hereunto signed my name on the 24 of January, 2018.

PRINCIPAL signs here:

Michael S. Townsend

FEDERAL Acknowledgment taken outside New York State
LAND HESSEN
CITY OF FRANKFURT AM MAIN SS
CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA, GERMANY -----SS:

On the JAN 24 2018 day of JANUARY, in the year 2018, before me,
the undersigned, personally appeared **MICHAEL S. TOWNSEND**
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, and that such individual made such appearance before the undersigned in the

NOTARY PUBLIC

Jennifer D. Beauchamp
Consular Associate of the
United States of America

My commission is indefinite

(n) IMPORTANT INFORMATION FOR THE AGENT:

When you accept the authority granted under this Power of Attorney, a special legal relationship is created between you and the principal. This relationship imposes on you legal responsibilities that continue until you resign or the Power of Attorney is terminated or revoked. You must:

- (1) act according to any instructions from the principal, or, where there are no instructions, in the principal's best interest;
- (2) avoid conflicts that would impair your ability to act in the principal's best interest;

- (3) keep the principal's property separate and distinct from any assets you own or control, unless otherwise permitted by law;

- (4) keep a record or all receipts, payments, and transactions conducted for the principal; and

- (5) disclose your identity as an agent whenever you act for the principal by writing or printing the principal's name and signing your own name as "agent" in either of the following manners:



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(Principal's Name) by (Your Signature) as Agent, or (your signature) as Agent for (Principal's Name).

You may not use the principal's assets to benefit yourself or anyone else or make gifts to yourself or anyone else unless the principal has specifically granted you that authority in this document, which is either a Statutory Gifts Rider attached to a Statutory Short Form Power of Attorney or a Non-Statutory Power of Attorney. If you have that authority, you must act according to any instructions of the principal or, where there are no such instructions, in the principal's best interest.

You may resign by giving written notice to the principal and to any co-agent, successor agent, monitor if one has been named in this document, or the principal's guardian if one has been appointed. If there is anything about this document or your responsibilities that you do not understand, you should seek legal advice.

Liability of agent: The meaning of the authority given to you is defined in New York's General Obligations Law, Article 5, Title 15. If it is found that you have violated the law or acted outside the authority granted to you in the Power of Attorney, you may be liable under the law for your violation.

(o) AGENT'S SIGNATURE AND ACKNOWLEDGMENT OF APPOINTMENT:

It is not required that the principal and the agent(s) sign at the same time, nor that multiple agents sign at the same time.

I/we, KATHERINE L. HENTNIK, ESQ., have read the foregoing Power of Attorney. I am/we are the person(s) identified therein as agent(s) for the principal named therein.

I/we acknowledge my/our legal responsibilities.

Agent(s) sign(s) here: ==>

Katherine L. Hentnik
KATHERINE L. HENTNIK, ESQ.

STATE OF NEW YORK)
)
COUNTY OF ALBANY)

ss:

On the 30th day of JANUARY, 2018, before me, the undersigned, personally appeared KATHERINE L. HENTNIK, 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 executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Justine M. Crowley Duncan
Notary Public

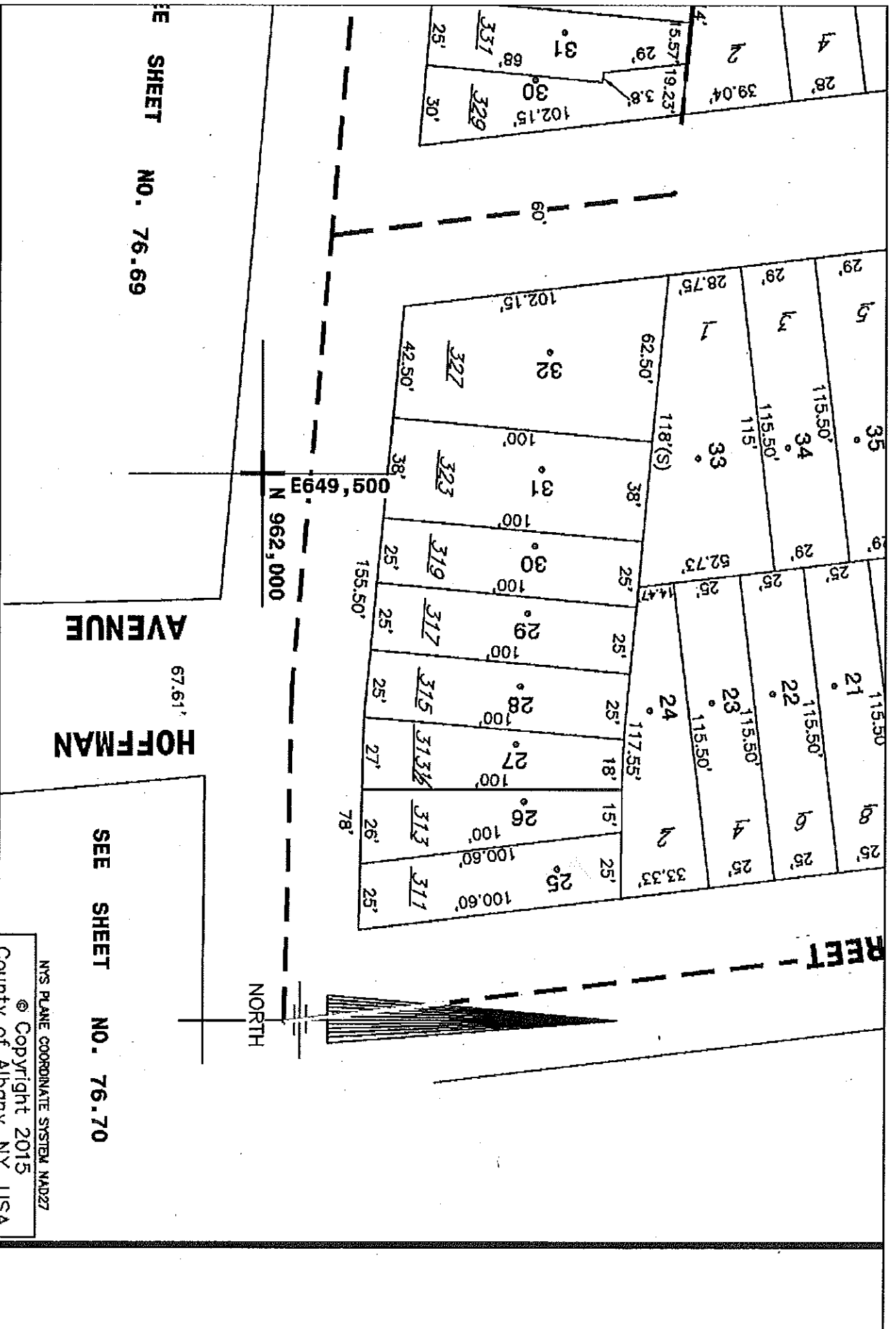
Justine M. Crowley Duncan
Notary Public, State of New York
No. 01CR4828033
Qualified in Albany County
Commission Expires March 30, 2019

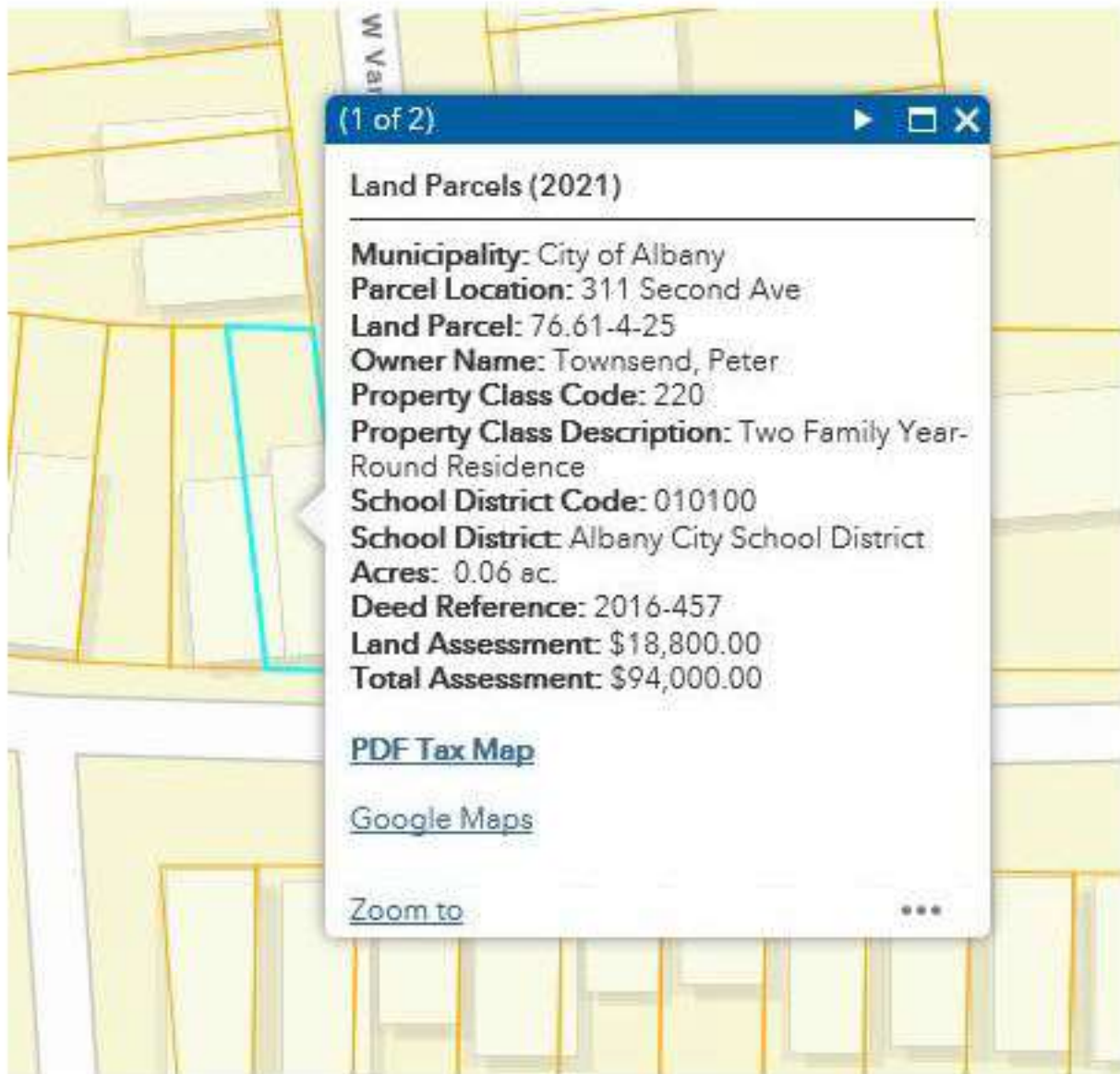
Obit -
Daniel
Keenan
Funeral
Home

Betty Farrell died 11/2/17

predeceased by husband Nicholas
+ 3 siblings

Survived by her son, Nicholas Farrell
parents - Robert & Jeanette Townsend







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

November 14, 2021

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

Dear Chairman Joyce:

The County Executive's Office is seeking approval from the Legislature to enter into a contract with the Housing Trust Fund Corporation (HTFC) to receive Community Development Block Grant Cares Act funding for two projects in Albany County.

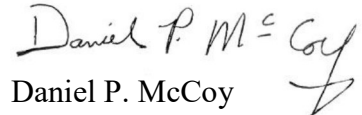
The first project will be a partnership with the Albany County Land Bank to rehabilitate (3) two-unit residential buildings into affordable homeownership opportunities for members of underserved and vulnerable populations that have been disproportionately impacted by COVID-19. To comply with CDBG National Objectives, all three of these properties will be sold to low to moderate-income first-time homebuyers who are at or below 80% Area Median Income. **(\$1,000,000)**

The second project consists of a 4-pronged strategy to bolster mental health system supports in underserved communities within Albany County. The need for mental health supports has only been exacerbated by the COVID-19 pandemic, as we have seen ongoing and necessary public health measures expose many people to experiencing situations linked to poor mental health outcomes, such as isolation and job loss. The four project elements include:

1. Subcontracting with Catholic Charities Care Coordination Services, expand Albany Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD) Client Engagement Capacity through the addition of a new case manager **(\$97,050)**
2. Improve outcomes and cross-systems management of the Albany County Mental Health Patient Services Coordinating Committee (PSCC) (a multi-sector, cross-systems planning group that assists individuals who have high needs and/or are high utilizers of emergency medical services) by adding a dedicated social worker as well as a peer advocate to be better able to engage persons in intensive case management. **(\$147,840)**
3. Expand Mental Health and Substance Use Disorder (SUD) Treatment Provision in rural Hilltowns by partnering with Hilltown Healthcare to establish a behavioral health footprint. **(\$20,000)**
4. Expand an alternative mental health-related crisis response team (known as ACCORD). **(\$125,000).**

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

Sincerely


Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-2936, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization with New York State Homes and Community Renewal to Receive Community Development Block Grant CARES (CDBG-CV) Act Funds

Date: 11/14/2021
Submitted By: Lucas Rogers
Department: County Executive
Title: Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers/Pat Alderson/Adam Zarenko

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 N/A

- ☐ 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):

Office of Community Renewal
38-40 State Street, Hampton Plaza, 4th Floor
Albany, New York, 12207

Additional Parties (Names/addresses):

Housing Trust Fund Corporation (HTFC)

Amount/Raise Schedule/Fee: \$1,389,890
Scope of Services: Funding will support housing remediation in the City of Albany South End and a variety of mental health services in response to the impacts of the COVID-19 pandemic.

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: Included in 2022 Budget Revisions

Revenue Amount: \$1,389,890

Appropriation Account and Line: Included in 2022 Budget Revisions

Appropriation Amount: \$1,389,890

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) 12/10/2021 - 12/9/2022

Length of Contract: 12 months

Impact on Pending LitigationYes ☐ 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 County Executive's Office is seeking approval from the Legislature to enter into a contract with the Housing Trust Fund Corporation (HTFC) to receive Community Development Block Grant Cares Act funding for two projects in Albany County.

The first project will be a partnership with the Albany County Land Bank to rehabilitate (3) two unit residential buildings into affordable homeownership opportunities for members of underserved and vulnerable populations that have been disproportionately impacted by COVID19. To comply with CDBG National Objectives, all three of these properties will be sold to low to moderate-income first-time homebuyers who are at or below 80% Area Median Income. **(\$1,000,000)**

The second project consists of a 4-pronged strategy to bolster mental health system supports in underserved communities within Albany County. The need for mental health supports has only been exacerbated by the COVID-19 pandemic, as we have seen ongoing and necessary public health measures expose many people to experiencing situations linked to poor mental health outcomes, such as isolation and job loss. The four project elements include:

1. Subcontracting with Catholic Charities Care Coordination Services, expand Albany Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD) Client

Engagement Capacity through the addition of a new case manager **(\$97,050)**

2. Improve outcomes and cross-systems management of the Albany County Mental Health Patient Services Coordinating Committee (PSCC) (a multi-sector, cross-systems planning group that as-sists individuals who have high needs and/or are high utilizers of emergency medical services) by adding a dedicated social worker as well as a peer advocate to be better able to engage persons in intensive case management. **(\$147,840)**

3. Expand Mental Health and Substance Use Disorder (SUD) Treatment Provision in rural Hilltowns by partnering with Hilltown Healthcare to establish a behavioral health footprint. **(\$20,000)**

4. Expand an alternative mental health-related crisis response team (known as ACCORD). **(\$125,000).**



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

November 10, 2021

Honorable Daniel McCoy
County Executive
Albany County
112 State Street, Room 900
Albany, New York 12207

Re: CDBG CARES Program Award
City of Albany COVID-19 South End Homeownership Project
NYS CDBG Project # 8CVHR33-21

On behalf of the Housing Trust Fund Corporation (HTFC) and the Office of Community Renewal (OCR), it is my pleasure to inform you that the application submitted for New York State Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES) funds has been selected for a \$1,389,890 award.

OCR has made CDBG CARES funding available on a rolling basis for a variety of activities that prepare for, prevent and respond to the COVID-19 pandemic. The projects selected for award will assist in the recovery of New York State communities by improving the resiliency of businesses and safety of homes and public facilities serving its residents.

A grant agreement will be transmitted separately for this award. Please be advised that no work can be performed, nor any cost committed or incurred prior to the execution of a grant agreement with HTFC and approval of all required environmental review record materials. HTFC reserves the right to rescind an award and deobligate funds for projects unable to satisfy all requirements.

OCR program staff will contact you to outline the procedures necessary to advance this project. Should you have any questions in the interim, please contact the Office of Community Renewal at 518-474-2057 or OCRinfo@nyshcr.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "RuthAnne Visnauskas".

RuthAnne Visnauskas
Commissioner/CEO
NYS Homes and Community Renewal

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES)**

Project No. 8CVHR33-21

AGREEMENT, made effective as of the 10th day of November 2021, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Albany County ("Recipient"), a unit of general local government with offices at 112 State Street, Room 900 , Albany, New York 12207

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government located in the State of New York ("State"); and

WHEREAS, The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), signed into law on March 27, 2020, made available supplemental Community Development Block Grant (CDBG-CV) funding to prevent, prepare for and respond to the effects of the coronavirus pandemic; and

WHEREAS, The Corporation has made CDBG-CV funding available to help communities throughout the State to safely reopen and restart their local economies in the wake of the coronavirus pandemic; and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project"), as described in the Recipient's CDBG-CV Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$1,389,890 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. Contents of Agreement. The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d) Schedule A**, "Special Conditions", and **Schedule B**, "Awarded Budget and Projected Accomplishments", attached hereto.

2. Recipient Performance. **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** the Recipient's application, as amended by the Special Conditions attached as Schedule A; **(ii)** this Agreement; and **(iii)** all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. **b)** The period of performance for all activities (with the exception of

those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **November 9, 2022**.

3. Grant Funds. **a)** The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act and the CARES Act. **b)** The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. **c)** The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: **(i)** to conform to any revision to which the parties may agree with respect to the Recipient's Application; or **(ii)** if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.

4. Disbursement of Grant Funds. **a)** The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: **(i)** challenge the validity of such payment; **(ii)** enforce all rights and remedies set forth in this Agreement; or **(iii)** take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. **b)** The Recipient shall certify with each request for Grant Funds that: **(i)** all statements and representations previously made regarding this Agreement are correct and complete and **(ii)** the funds do not duplicate reimbursement of costs and services from any other source. **c)** The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

5. Use of Grant Funds to Make Loans. If the Recipient utilizes Grant Funds to make loans and this Agreement are terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of Recipient, sub-recipient or "borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. Award Increases and Extensions. The Corporation may, at its sole discretion, provide need-based awards to commit additional CDBG funds specifically for the continuance of the CDBG

eligible activities. The Corporation may, at its sole discretion, also provide multi-year grant agreements based on the Corporation's available CDBG funds. Additional funds and amendments are subject to board approval.

7. Subcontracts. The Recipient shall: **a)** require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; **b)** adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; **c)** require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; **d)** remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

8. Program Income. Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 24 CFR 570.489(e). When the income is generated by an activity that is only partially funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold within five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

9. Environmental Compliance. This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Corporation prior to incurring any project costs. Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds or concurrence and incurred prior to the release of funds will be eligible for reimbursement from Grant Funds. However, Recipients incurs such costs for exempt activities at their own risk. Any non-exempt

activities will not be eligible for reimbursement from Grant Funds and incur such at their own risk and expense. All Environmental Review requirements, can be found in Chapter 2 of the Corporation's CDBG Grant Administration Manual.

10. Insurance. During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificates for a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with b) crime/fidelity coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, and c) certificates for automobile insurance (if applicable), fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

11. Records. The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government. All such records shall be maintained and available for inspection, copying and audit during the term and for seven years following the final disbursement of the Grant Funds.

12. Reports. The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Such reporting requirements can be found in Corporation's CDBG Grant Administration Manual and correspondence laws, regulations, and statutes.

13. Performance Review. The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

14. Notice of Investigation or Default. The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project, or **c)** the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

15. Default. **a)** If an Event of Default as defined below shall occur, all obligations on the part of the

Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s). **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date, or any wrongdoing on the part of Recipient, sub-recipient or "borrower. **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: **(i)** terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; **(ii)** commence a legal or equitable action to enforce performance of this Agreement; **(iii)** withhold or suspend payment of Grant Funds; **(iv)** exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. **d)** In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

16. Equal Opportunity Requirements and Procedures. Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women-Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

17. Indemnification. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

18. Non-Liability. Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

19. Statute of Limitations. No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

20. Service of Process. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

21. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

22. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

23. Nonwaiver. The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

24. Assignment. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

25. Successors. This Agreement shall be binding upon the successors in office of the respective parties.

26. Assurance of Authority. The Recipient hereby assures and certifies that: **a)** The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and

authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. **b)** A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. **c)** There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which **(i)** questions the validity of this Agreement, or any action taken or to be taken under it, or **(ii)** is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. **d)** The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. **e)** Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, **(i)** the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and **(ii)** the execution and performance of this Agreement will not result in any such violation.

27. Photography Release. Recipient shall require any Third Party to execute a photography release, an example of which is available in the OCR website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

28. Expenditure of Funds. Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 270 days of the date of the grant award.

29. Project Completion. Recipient shall submit the Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within thirty (30) days of the termination date of this agreement, whichever occurs first.

30. Entire Agreement. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____
Name: Crystal Loffler
Title: President
Office of Community Renewal

County of Albany

By: _____
Name: Daniel McCoy
Title: County Executive

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
SPECIAL CONDITIONS

As a condition necessary to execute the NYS CDBG grant agreement, Albany County must:

N/A

Schedule B

2020 Awarded Budget & Projected Accomplishments

Project Number: 8CVHR33-21

Community	C/T/V	County	Type	Awarded Amount
Albany	County	Albany	CV Housing Rehabilitation	\$1,389,890

Award Budget:

Funding Source	Amount
CDBG-CV	\$1,389,890.00
Projected Total Funding:	\$1,389,890.00

Activity Budget Detail:

Activity(ies)	Projected Use	Amount
Albany County Grant Administration		
	Grant Administration	\$40,953.00
Albany County Housing Remediation		
	Program Delivery	\$959,047.00
Albany County Mental Health Services		
	Program Delivery	\$389,890.00
		\$1,389,890.00

Projected Accomplishments:

8CVHR3321-01	Albany County Housing Remediation	
	Persons	
	Owner	6
	LMI Owner	6
	Units	
	Owner	6
	LMI Owner	6
8CVPS3321-02	Albany County Mental Health Services	
	Public Facilities	
	% of LMI in Project Area	62
	LMI Persons in Project Area	54875

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - North Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSEDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

Community Development Block Grant (CDBG)
Coronavirus Aid, Relief, and Economic Security Act



Albany County

Project 1: City of Albany South End Homeownership Project

October 15, 2021

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II. APPLICATION FORMS

A. PROJECT CONTACT INFORMATION

1. Applicant Information

Organization Name	Albany County
Type	County
Mailing Address	112 State Street, Room 1200
City	Albany
State	NY
Zip + 4	12207
Phone	(518) 447-7040
Fax	(518) 447-5589
Primary Email	county_executive@albanycountyny.gov
Website	www.albanycountyny.gov
EIN	146002563
DUNS	060536653
Fiscal Year End	12/31/2021

2. Chief Elected Official - CEO (If term is ending, please provide new contact information)

First Name	Daniel
Last Name	McCoy
Title	County Executive
Term Effective Date	1/1/2020
Term End Date	1/1/2024
New CEO Name	
Title	
Term Effective Date	
Term End Date	
City	Albany

State	NY
Zip + 4	12207
Phone	(518) 447-7040
Fax	(518) 447-5589
Email	county_executive@albanycountyny.gov

3. Primary Local Grant Contact (Must be a municipal employee other than CEO)

Name	Lucas Rogers
Title	Senior Policy Analyst
Address	112 State Street, Room 1200
City	Albany
State	NY
Zip + 4	12207
Phone	(518) 447-5566
Fax	
Email	lucas.rogers@albanycountyny.gov

4. Applicant Political District Information

Congressional District(s)	NY-20			
Assembly District(s)	108			
Senate District(s)	44			

5. Program/Project Information

Name of Project	City of Albany South End Homeownership Project
Location	45 Second Avenue, 48 Second Avenue, 50 Second Avenue
Location Type	Residential structures
Address Specific	X
Community-Wide	
Census Tract/Block Group	

B. PROJECT PROPOSAL

1. Description of Need

- Provide a brief description of need for the project, including any quantifiable information (for example, the number of people affected, area affected, etc.)
 - The description, to the extent possible, should be based on verifiable documentation attached to the application, such as supports letters, architectural/engineering reports, or market analysis
- Provide an explanation of how the proposed project will address the identified need.
- Describe why CDBG-CV is necessary to complete the project; include a description of efforts taken to secure alternative or additional funds from other public and private sources.
- Identify if other sources are available for the needs identified. Explain why these sources cannot meet the needs addressed by this proposal.

Under this proposed project Albany County will partner with the Albany County Land Bank, a 501c(3) to rehabilitate three (3) two-unit residential buildings into affordable homeownership opportunities for members of underserved and vulnerable populations that have been disproportionately impacted by COVID-19 (Coronavirus). The proposed project will convert underutilized buildings for affordable housing and meet the the CDBG National Objective of creating housing for those with low to moderate incomes.

There is a need for affordable homeownership in the City of Albany as well as the rehabilitation of blighted buildings, both needs would be addressed with this project. According to City of Albany data, approximately 7.3% of buildings in the subject neighborhood are vacant (a rate which is expected to increase after COVID-19 eviction moratoriums expire). As of 2019, approximately 46.5% of residents in the South End are considered rent burdened (spend 30% or more of the annual gross income on rent). On average a mortgage for a home in the South End of Albany costs about \$200 per month more compared to the average monthly rent. Based on conversations with neighborhood representatives in the South End, there is an overwhelming desire for more affordable homeownership opportunities. Historically, the largest barriers to homeownership in Albany's South End have been access to capital (either in the form of purchase-rehab loans to rehab vacant buildings or mortgages for market rate home due to the appraisal gap) created decades of redlining and disinvestment). To overcome the former, the Albany County Land Bank has established a partnership with Home Headquarters out of Syracuse, NY which gives access to first time home-buyers of Land Bank properties access to purchase-rehab mortgages using alternative credit and flexible financing. This is important as a market study completed for the City of Albany in 2016 shows that the average worker in the service, entertainment, educational and social services industries (which combined, comprises approximately 58% of the workforce in the City of Albany), can only afford approximately 20% of the homes in the City of Albany. One of the largest reaming barriers to affordable homeownership that remains is the considerable appraisal gap between the value of the property and the amount of investment needed to fully rehabilitate a vacant property or build a new home on a vacant lot.

Due to the appraisal gap in economically distressed communities and to better served underserved and vulnerable populations, the Albany County Land Bank has required grant funding to fill the gap between the cost to rehab a property and what it can be sold for to a first-time homeowner, especially in Albany's historically redlined and disinvested neighborhoods, which includes the South End. Towards that end the Land Bank has submitted an application to NYSHCR under the Legacy Cities program wto transform nine more vacant buildings acquired by the Land Bank - including several proximate to the three included in this application on Second Avenue - to fully rehab the buildings into affordable homeownership opportunities in accordance with the Legacy Cities program terms. With the subsidies, the Land Bank will be able to sell the homes for an affordable price to people making less than 80% Area Median Income. Unfortunately, the developers interested in the two properties on Second Avenue were not interested in the three buildings contemplated in this project because it was expected that the work for this project would be more extensive so would not qualify funder the Legacy Cities program subsidy limits. However, the Land Bank still knows that the success of the Second Avenue corridor is contingent on stable homeownership and the rehab of distressed buildings at the properties contemplated in this project, and that the impact of rehabbing multiple vacant buildings and transforming them into affordable homeownership opportunities for impacted populations will amplify the benefit of each program on the block and surrounding neighborhood. This section of Second Avenue is also adjacent to a larger scale neighborhoods revitalization project where the Land Bank is working in partnership with a developer to transform over 60 vacant properties in into a combination of quality affordable rentals and affordable homeownership opportunities.

Second Avenue in Albany's South End, which is a low-income, historically redlined predominately Black neighborhood is a strategic corridor within the larger neighborhood revitalization efforts and an increasing the supply of affordable housing will help stabilize the corridor, create new homes for families and individuals experiencing housing challenges as a result of the COVID-19 pandemic and serve as an anchor for subsequent revitalization efforts.

2. Connection to Coronavirus

- Describe, specifically, how the project will prevent, prepare for, and/or respond to Coronavirus
 - To qualify for assistance, a direct connection to preventing, preparing for and/or responding to Coronavirus must be demonstrated for each activity that will be undertaken as part of this project.

Before the beginning of the Coronavirus pandemic, there was approximately a 42% gap between white and black homeownership in the United States. Albany's gap between black and white homeownership rates is among the largest in the nation compared to peer cities with similar number of black households at 48%. The City of Albany also has one of the lowest black homeownership rates in the US compared to peer cities (approximately 20% according to a study by the Urban Institute).

According to the Socioeconomic Impacts of COVID-19 Survey, administered by the Social Policy Institute at Washington University in St. Louis, the gap between white and black homeownership rates is anticipated to grow due to the impacts of the COVID-19 virus. Between June and August of 2020, when the second wave of COVID-19 hit the United States, rates of evictions and/or foreclosures were nearly double for Black people as it was for White, non-hispanic people (9% to 5% respectively). The same trend was true for rent and mortgage delinquency (16% for Black people, 9% for White, non-Hispanic). The South End is nearly 80% Black and has one of the lowest homeownership rates in the City of Albany. In order to ensure that the COVID-19 Virus is not disproportionately affecting residents of the South End, which has already seen decades of disinvestment, the Albany County Land Bank is committed to funding homeownership projects in this neighborhood. The Land Bank sees this as converting vacant and underutilized property into additional safe space for homeowners to protect themselves from further COVID-19 threats without the threat of evictions from a landlord, legal and illegal.

3. CDBG National Objective

- Provide a description of how the proposed activities will meet a CDBG National Objective. All CDBG-funded activities must meet one National Objectives:
 - Benefit to Low and Moderate-Income (LMI) Persons. Specify which subcategory you will meet
 - LMA (Low/mod area)
 - LMH (Low/mod housing)
 - LMC (Low/mod clientele)
 - LMJ (Low/mod jobs)
 - LMCMC (Low/mod owner microenterprise)
 - Meet an Urgent Community Development Need (URG)
- Each activity proposed must satisfy the requirements of the National Objective selected and evidence of compliance must be submitted with the application as an attachment. Note that New York State expects to primarily award projects that meet the LMI National Objective.
 - If satisfactory evidence of compliance with a National Objective is not provided, the proposed activity will be considered ineligible and will not be considered for funding. For more information, please see the appendix to the application

This project meets the national objective of benefitting Low and Moderate-Income Persons. All three of these properties will be sold to low to moderate-income first-time homebuyers who are at or below 80% AMI. The Land Bank has been working with a Community Development Financial Institution out of Syracuse called Home Headquarters to provide mortgages to first time homebuyers that previously have not been able to qualify for traditional bank lending. Home Headquarters provides flexible financing and alternate credit options to qualify individuals. Nearly a dozen qualified applicants have qualified for homes from the Land Bank in the last year since the new partnership began. The Land Bank will continue to provide affordable homeownership units with this project with the added benefit of being rehabbed and move in ready. The Land Bank will vet each candidate to ensure that they meet income qualifications and work with partners to ensure that the mortgages provided to buyers and total housing costs do not exceed 30% of their total monthly costs with rental income. Rental limits will be limited to rental limits for the Albany-Schenectady-Troy Metropolitan Statistical Area.

4. Impact

- Describe the specific measurable impacts to be realized through this project, i.e. numbers of jobs, housing units, people assisted.
- Provide a financial analysis of project feasibility with and without CDBG-CV funds.
- Describe the impact if CDBG-CV funds were not awarded, i.e. effect on community, business, quality of life, etc.

48 & 50 Second Avenue have 3 bedrooms in the homeownership unit and two bedrooms in the rental unit. 45 Second Avenue is another two unit building with four total bedrooms. Based on family sizes, this project will directly affect between 6-28 residents. It will provide three affordable rental units and three affordable homes to first time low to moderate income buyers.

The success of this project will help stabilize this block of Second Avenue and is additionally part of an adjacent larger cluster of approximately 60 land banked properties owned by the Albany County Land Bank and the City of Albany that is currently in process of being developed. The Land Bank has competitively procured two development partners (Metropolitan Development Group (MDG) and Toporovski Realty Company (TRC)) to assist with the development of affordable rentals and a portion of affordable homeownership. Under that effort, up to 2 of every 10 new residential units created will be for affordable homeownership. Affordable rentals will be made available to renters making between 60% and 90% AMI. There is also a possible mixed-use component of the project that incorporates community priorities outlined in a Master Development Agreement and would be made more feasible to implement with all types of housing available in the neighborhood and neighbors who can utilize these services, especially people living in homeownership units. Indirectly, this project could be the difference between essential services such as childcare, a pharmacy, medical services, etc which could provide another 2-5 jobs in the neighborhood based on the use.

Without CDBG-CV funds, the Land Bank will not have the funding necessary to fully rehabilitate these three buildings. As indicated in the budget included in this application, the cost to fully rehabilitate these buildings exceeds the value of the property once fully completed. One of the largest limiting factors on the value of homes in the South End neighborhood is the large number of vacant buildings that resulted from historic and discriminatory practices like redlining. Based on comparable sales in the neighborhood including Habitat for Humanity's work on two family homes in the nearby Sheridan Hollow neighborhood, fully rehabbed properties are expected to sell for no more than \$150,000 but would likely try to keep costs for first time homebuyers low and serve a wider pool of impacted buyers by offering them for as low as \$100,000. Even if someone were willing to purchase the building in excess of its market value once fully rehabilitated, it would not appraise under the underwriting practices of traditional financial institutions. Included in the application is an analysis of comparables in the neighborhood that were used for another project with similar buildings on the same block.

This project will not succeed without gap funding between the appraised value and cost to rehab these buildings. These properties would remain vacant for at least several more years while the neighborhood is stabilized from nearby projects and other revitalization efforts. The effects of vacant buildings on neighborhoods can be devastating to public health, and communities like Albany's South End have higher rates of cardiovascular disease and premature death. The economic opportunity residents can also be limited by large numbers of vacant buildings as the perception of disinvestment manifest in actual disinvestment as exhibited in the South End as the few remaining businesses have continued to leave the neighborhood including a McDonalds in 2019 and a CVS in 2019 that was the last pharmacy that served the South End community. Affordable homeownership opportunities remain a community priority and several members of the community have getting pre-qualified to buy a home within the neighborhood to invest in the neighborhood be part of its revitalization, but are limited by a severe undersupply of affordable homeownership opportunity. Without the rehab of these buildings and transfer to first time homeownership, any revitalization of the neighborhood will exclude neighbors who want to participate in it.

Tab to next page to Continue Impact information

5. Capacity

- Provide a project timeline and describe how the proposed project will be completed within 12 months of award.
 - Describe the administrative structure, e.g. consultant, subrecipients, that will be used to deliver the expected outcomes, including all roles and responsibilities.
 - Briefly describe relevant experience that supports preparedness to deliver the proposed project.
- If applicable - Describe the procurement process that will be used to acquire professional services to complete the project.
- Describe formal partnerships and collaborative efforts in place that will support successful delivery of the proposed project. For example, efforts to avoid duplication of services, leverage other available resources, reach underserved areas and ensure broad geographic distribution of services.
- **If Entitlement community** – Describe how the community is deploying CARES funding that has been directly received. Explain how the proposed project (using NYS CDBG-CV) complements on-going efforts to administer other CARES funding.

In this partnership, Albany County will be the recipient of the award and will administer the CDBG grant. As a CDBG Entitlement Entity, Albany County has decades of experience administering CDBG grants for housing, public services, and even public infrastructure. In this project, the County is partnering with the Albany County Land Bank (ACLB) to create affordable homeownership for first time homeownership in Albany's South End. Albany's South End is a majority Black, previously redlined, and historically disinvested neighborhood that ACLB has been focusing their efforts since its conception in 2014. ACLB will manage the program and procure the required services to complete the rehabilitation of 45, 48, and 50 Second Avenue. ACLB will also oversee construction and program delivery using qualified general contractors and other competent professionals, and MWBE's that have experience working in Albany's majority Black neighborhoods. After the project is complete, the Land Bank will accept applications for the purchase of these properties in line with the Land Bank's disposition policy.

The Albany County Land Bank is among the largest and most active land banks in New York State. The ACLB has experience overseeing multiple grants and meeting or exceeding program milestones. Over the last five years the ACLB has acquired over 1,200 tax-foreclosed, vacant or abandoned properties, returned over 740 properties to productive use, improved hundreds of vacant lots and building stabilizations and completed over 100 demolitions. The Albany County Land Bank's work has generated over \$20 million in private investment – largely into economically distressed neighborhoods that have been victims of discriminatory and inequitable practices and policies.

In order to support first-time homebuyers, increase the extremely low home-ownership levels within the Focus Neighborhoods, stabilize neighborhoods and help build wealth, the Albany County Land Bank established a program called the Equitable Ownership Program (EOP). Under EOP, the ACLB takes properties that are in good condition located in our focus neighborhoods and sell them to first-time homebuyers at reduced closing costs and sales price. Under the program, the Land Bank also provides a complete scope of work to all applicants to make it easier for those who are not familiar with home rehabilitation projects along with access to a construction mentor to help navigate the rehab process. Program participants are also required to complete landlord/first time homebuyer training course to teach the basics of homeownership, hidden costs, and how to be a good landlord in the case of our two-family buildings. Our most recent EOP project, the ACLB was able to connect a buyer who had been renting on the same block as the purchased property for several years with funding from our partners at Home Headquarters out of Syracuse as well as a contractor who was able to complete the rehab of the building within one year.

The Land Bank also works directly with developers to create new housing through a co-development agreement. In the past, the Land Bank has entered such agreements with recognized organizations such as Habitat for Humanity and even our local municipalities. Currently, the Land Bank is working on a project to co-develop over 60 vacant parcels in the City of Albany's South End Neighborhood and includes new homeownership opportunities on Second Avenue proximate to the properties contained within this application.

* Tab to next page to continue Capacity information*

6. Budget Narrative

- Explain how the attached budget is sufficient to complete the project.
- Explain how costs were determined and describe the method used to determine the best approach and cost-effective method to address the need.
- List the sources and dates of third-party cost estimates.
- Describe any administrative, program delivery, or other soft costs and how the budget for those costs was developed.
- Describe status of other funds, e.g., formally committed, pending approval. If the funds are not formally committed provide timelines for securing commitments.

Included in this application please find a the project budget for the rehabilitation of 45, 48, and 50 Second Avenues in Albany, New York. This budget was developed between the Albany County Land Bank and JAW Housing, LLC, a construction company specializing in the rehab of vacant properties including a number of properties acquired from the Albany County Land Bank. The budget is also sufficient to complete the administration and project delivery of the project through the Land Bank.

The project scope was derived from on the amount of work required to fully rehabilitate each buildings into a safe, quality home, including the the amount of work needed to receive a Certificate of Occupancy from the City of Albany and an Residential Occupancy Permit (ROP) for the second unit. The project scope of work includes necessary costs centers such as foundation, shoring up the roof, and replacing all plumbing and electric necessary to bring it to code. The budget reflects the City of Albany's building requirements which mandate that plumbing and electrical work must be completed by a licensed professional. All these costs are incorporated into the scope of work. Upon project completion, any ultimate buyer will be able to move in and begin renting the second unit.

Third Party cost estimates were determined by a Land Bank contractor, Jermaine White of JAW Housing LLC, a locally based minority-owned and operated company. These costs were submitted to the Albany County Land Bank in August 2021. These costs are based on site visits to each of the three buildings proposed under this project. JAW Housing LLC has completed dozens of rehabilitation scopes of work under contractor with the Albany County Land Bank which have been utilized by buyers to rehab buildings purchased from the Albany County Land Bank.

Soft costs were co-determined between JAW Housing LLC and Amanda Wyckoff, Director of Operations with the Albany County Land Bank. Ms. Wyckoff has extensive experience with developing soft cost budgets for grant administration and program delivery through their administration of various grants including \$2,425,000 in CRI4 Grants from the NYS Attorney General's Office. Based on experience less than the required 5% of the total budget would be required for administration and should be used for a more thorough project delivery budget. Some of the required project delivery costs that need to be contemplated is architecture and engineering costs which could be extensive based on the current condition of these three buildings. As these properties are in the South End/Groesbeckville Historic District, and the attached budget reflects the additional steps needed to complete a rehabilitation of a building located in a historic district. Other anticipated environmental costs included in the project budget includes asbestos abatement and lead paint testing.

There are not currently any other committed or pending funds for this project. Upon approval of this application the Albany County Land Bank with work with partners such as Home Headquarters to qualify buyers to purchase the new homes.

Tab to next page to continue Budget Narrative

C. ACTIVITY DETAIL SHEETS

Complete only those sections that apply

1. Community/Public Facilities	
<i>How many people will benefit from this activity?</i>	
Source of Data:	Choose One If "Other" provide details below: Other provide details below:
Median Income	# of People
At or Below 80%	
81% and Above	
No Income – Vacant/Seasonal Units	
Totals	0

*Census- if using census data, service area of facility must perfectly match block group or census tract data

2. Affordable Housing		
<i>How Many Housing Units will be Assisted?</i>	6	
Owner Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%	3	3
81% or above		
Totals	3	3
Rental Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%		
81% or above		
Totals	0	0
No Income – Vacant Unit	3	3
Number of 4+ Unit Buildings to Be Assisted		
Address for Each 4+ Units Building to be Assisted		

3. Public Services (Vaccine Outreach, Mental Health Services, Broadband)		
<i>How Many Persons Will be Assisted?</i>		
Median Income	# of Units	# of People
At or Below 80%		

4. Business Assistance	
Proposed Cost per job	
Describe procedure for determining COVID-19 impact on businesses and how economic hardship will be determined and documented. Explain how award amounts and cost per job will be determined for businesses selected for participation.	
Proposed Accomplishments	Proposed Number:
<i>How Many Jobs will be created/retained?</i>	
Created	
New full-time jobs to be created	
New full-time LMI* jobs to be created	
New part-time jobs to be created	
New part-time LMI jobs to be created	
Average # of hours worked per week per part-time job created	
Retained **	
Full-time jobs to be retained	
Full-time LMI jobs to be retained	
Part-time jobs to be retained	
Part-time LMI jobs to be retained	
Average # of hours worked per week per part-time job retained	
Microenterprise (5 or fewer employees)	
Proposed Accomplishments	Proposed Number:
Total number of Microenterprises	
Of the total, enter the # of businesses entrepreneurs who qualify as Low/Moderate Income	

* LOW/MODERATE INCOME (LMI) – LMI jobs are those jobs that are held by or made available to low/moderate income people. Jobs are considered “made available to” if the job does not require any special certifications or training, education beyond high-school or equivalent, and beyond 1 year of experience.

**Provide evidence which clearly demonstrates that jobs will be lost if not for NYS CDBG assistance. For guidance, refer to the Request for Applications (RFA).

Will any jobs created in New York State be transferred or relocated from other business locations?

☐ Yes ☐ No

D. BUDGET TABLE - FUNDING SOURCES

APPLICANT NAME: Albany County

NAME OF FUNDING SOURCE		FUNDING						DATE AVAILABLE OR DECISION DATE
		AMOUNT	SOURCE	TYPE	INTEREST RATE	TERM	STATUS	
1	N/A		Choose	Choose			Choose	
2			Choose	Choose			Choose	
3			Choose	Choose			Choose	
4			Choose	Choose			Choose	
5			Choose	Choose			Choose	
6			Choose	Choose			Choose	

E. BUDGET TABLE – USE OF FUNDS

APPLICANT NAME:									
LIST OF ACTIVITIES (List all proposed activities and list, as a separate activity, the Program Delivery associated with each proposed activity.)		CDBG \$ Requested	OTHER FUNDING SOURCES (From Budget Table D)					TOTAL FUNDING	
			Source # ____	Source # ____	Source # ____	Source # ____	Source # ____	OTHER SOURCES	ALL SOURCES
1	Rehab of 48 Second Avenue	\$ 271,343.00						\$ 0.00	\$ 271,343.00
1A	Program Delivery	\$ 32,675.00						\$ 0.00	\$ 32,675.00
2	Rehab of 50 Second Avenue	\$ 304,115.00						\$ 0.00	\$ 304,115.00
2A	Program Delivery	36935						\$ 0.00	\$ 36,935.00
3	Rehab of 45 Second Avenue	\$ 280,159.00						\$ 0.00	\$ 280,159.00
3A	Program Delivery	33820						\$ 0.00	\$ 33,820.00
4								\$ 0.00	\$ 0.00
4A	Program Delivery							\$ 0.00	\$ 0.00
5								\$ 0.00	\$ 0.00
5A	Program Delivery							\$ 0.00	\$ 0.00
6	Total Amount for Engineering							\$ 0.00	\$ 0.00
7	Grant Administration	\$ 40,953.00						\$ 0.00	\$ 40,953.00
8	Total Amount for Program Delivery (Total of 1A -5A)	\$ 103,430.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 103,430.00
9	Total Amount of Funding	\$ 1,000,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	0.00	1,000,000.00
10	Calculate and enter % of Total Project Cost	% 100.00	%	\$ 0.00	%	0.00	%	0.00	100%

F. CERTIFICATIONS

CERTIFICATION REQUIRED BY TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In accordance with the Title I of the Housing and Community Development Act of 1974, as amended, the Applicant hereby certifies that:

- a. It possesses legal authority to make a grant submission and to execute a community development and housing program;
- b. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Applicant to submit the subject application and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the submission of the application and to provide such additional information as may be required;
- c. Prior to submission of its application to the Office of Community Renewal (OCR), the Applicant has met the citizen participation requirements at 24 CFR 570.486 and New York State's Citizen Participation Plan as amended;
- d. The grant will be conducted and administered in compliance with:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d et seq.); and
The Fair Housing Act (Public Law 90-284, 42 USC 3601-20);
- e. It will affirmatively further fair housing;
- f. It has developed its application so as to give maximum feasible priority to activities that will benefit LMI families or aid in the prevention or elimination of slums or blight. The application may also include activities which the applicant certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. The grant shall principally benefit persons of LMI in a manner that ensures that not less than 70% of such funds are used for activities that benefit such persons;
- g. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of LMI, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- h. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the applicable laws and regulations found at 24 CFR 570.608;

- i. It will minimize the displacement of persons as a result of activities assisted with CDBG funds;
- j. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606 (c) governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Act (including a certification that the Applicant is following such a plan); and the relocation requirements of 24 CFR 570.606 (d) governing optional relocation assistance under section 105 (a)(11) of the Act;
- k. It has adopted and is enforcing:
 - 1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction;
- l. To the best of its knowledge and belief:
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - 3) It will require that the language of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - 4) 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 such failure.
- m. It will continue to provide a drug-free workplace by:
 - 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2) Establishing an ongoing drug-free awareness program to inform employees about:

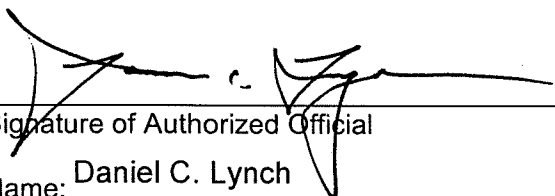
- i. The dangers of drug abuse in the workplace;
 - ii. The Applicant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) 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 (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the OCR in writing, within ten calendar days after receiving notice under subparagraph (4) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local health, law enforcement, or other appropriate agency
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- 8) The Applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

45, 48, and 50 Second Avenue, Albany, NY 12202

- 9) Workplaces under grants, for Applicants other than individuals, need not be identified on the certification. If known, they may be identified on the certification. If the Applicant does not identify the workplaces at the time of the application, or upon award, if there is no application, the Applicant must keep the identity of the workplace(s) on file its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Applicant's drug-free workplace requirements.

- 10) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
- 11) If the workplace identified to OCR changes during the performance of the grant, the Applicant shall inform OCR of the change(s), if it previously identified the workplaces.
- 12) This certification is a material representation of fact upon which reliance is placed when OCR awards the grant. If it is later determined that the Applicant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, OCR may take action authorized under said Act.
- n. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 135. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons;
- o. It will comply with the other provisions of the Act and with other applicable laws;
- p. It is in compliance with a HUD-approved Consolidated Plan;
- q. It is in compliance with grant spending threshold requirements as outlined in the Application; and
- r. It will comply with all applicable federal/State/local affirmative action requirements.
- s. To the best of its knowledge and belief all data provided in this application is true and correct.



 Signature of Authorized Official

Name: Daniel C. Lynch

Title Deputy County Executive

10/12/2021

 Date

45 Second Ave Albany, NY 12202	
2 Unit Apartment Estimate	
Description	
Permits	505
Architectural	20000
Asbestos	40000
Landscaping	5000
Foundation	1200
Roofing	7575
Doors & Hardware	8822
Windows	9640
Porch/Deck	7512
Siding	9993
Demo	10650
Framing & Sheathing	3637
Plumbing	13356
Electrical	14140
HVAC	14473
Water & Sewer	8000
Radon	5000
Insulation	4261
Drywall	8585
Painting	9694
Flooring	12663
Ceramic Tile	
Cabinetry & Countertops	12126
Trim	7529
Acoustical ceilings	
Appliances	4058
Specialties	4359
Cleanup	838
Total	243616
Developer Fee 5%	12180.80
Contingency 10%	24361.6
Total	280158.40

0.05

0.1

48 Second Ave Albany, NY 12202	
2 Unit Apartment Estimate	
Description	
Permits	505
Architectural	20000
Asbestos	40000
Landscaping	5000
Foundation	1515
Roofing	4545
Doors & Hardware	8923
Windows	8890
Porch/Deck	7512
Siding	8512
Demo	7324
Framing & Sheathing	5657
Plumbing	13356
Electrical	12625
HVAC	14473
Water & Sewer	8000
Radon	5000
Insulation	4261
Drywall	8585
Painting	9694
Flooring	12663
Ceramic Tile	
Cabinetry & Countertops	12126
Trim	7529
Acoustical ceilings	
Appliances	4058
Specialties	4359
Cleanup	838
Total	235950
Developer Fee 5%	11797.50
Contingency 10%	23595
Total	271342.50

0.05
0.1

50 Second Ave Albany, NY 12202	
2 Unit Apartment Estimate	
Description	
Permits	705
Architectural	20000
Asbestos	40000
Landscaping	5000
Foundation	3215
Roofing	5250
Doors & Hardware	12150
Windows	12422
Porch/Deck	3277
Siding	1309
Demo	7374
Framing & Sheathing	12498
Plumbing	13610
Electrical	18634
HVAC	15506
Water & Sewer	8000
Radon	5000
Insulation	5010
Drywall	15225
Painting	13484
Flooring	18404
Ceramic Tile	
Cabinetry & Countertops	12867
Trim	7985
Acoustical ceilings	
Appliances	4493
Specialties	1506
Cleanup	1523
Total	264447
Developer Fee 5%	13222.35
Contingency 10%	26444.7
Total	304114.05

0.05

0.1

DUPLICATION OF BENEFITS WORKSHEET

Applicant Name:	County of Albany
Project Name:	Albany County ACLB Building Rehab for First Time Homeownership

1. Identify Applicants Total Need	\$ 1,000,000
2. Identify Total Assistance Available	
National Flood Insurance Program (NFIP)	\$ 0.00
Private Insurance (applicant must submit a claim if covered)	\$ 0.00
SBA Grants/Loans (includes PPP and EIDL)	\$ 0.00
Other Federal, State or Local Government Assistance	\$ 0.00
Other private assistance including charitable contributions	\$ 0.00
Subtotal	\$ 0.00
3. Identify the Amount of Total Assistance to Exclude as Non-duplicative.	\$ 0.00
Explanation of non-duplicative funds:	
\$15,000 was private insurance for inventory replacement. This grant covers operating costs only.	
4. Identify total DOB Amount (Item 2 minus Item 3)	\$ 0.00
5. Calculate Maximum Award (Item 1 minus Item 4)	\$ 1,000,000

Form Completed by:	William Sikula
Date Completed:	8/9/2021

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): County of Albany, 112 State Street, Albany, NY 12207	2. Social Security Number or Employer ID Number: 14-6002563
3. HUD Program Name CDBG - CV	4. Amount of HUD Assistance Requested/Received 1000000
5. State the name and location (street address, City and State) of the project or activity: 48, 50, & 45 Second Avenue, Albany, NY 12202	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). ☒ Yes ☐ No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 ☒ Yes ☐ No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
N/A	N/A	N/A	N/A

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

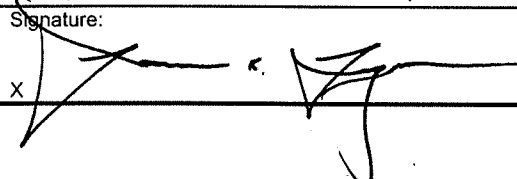
Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Albany County Land Bank	47-1646099	Administering Directly	1,000,000 (100%)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: 	Date: (mm/dd/yyyy) 10/15/2021
---	----------------------------------

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.



Homes and Community Renewal

Section 3 Participation Plan

COUNTY OF ALBANY, NY
For Section 3 Covered Contracts

Background:

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low- and very low income persons¹.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended and 24 CFR Part 135, The Units of General Local Government (UGLG) adopts this Section 3 Participation Plan for Section 3 Covered Contracts. The policy will provide direction for implementing Section 3, when required.

Policy Statement:

The UGLG shall provide opportunities to low- and very low-income persons residing in the State of New York (as defined in § 135.5 of 24 CFR Part 135) and to businesses meeting the definition of "Section 3 Business Concern" (as defined by 24 CFR Part 135). Accordingly, the UGLG shall implement policies and procedures to ensure that Section 3, when required, is followed and develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or equipment. (See the definition of "Section 3 Covered Contracts" below.) There is nothing in this policy that should be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

¹ 124 CFR 135.1



Homes and Community Renewal

Definitions:

The UGLG incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135.

Defined Terms of Policy:

Section 3 – Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

Section 3 Recipient – means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 Resident – A section 3 resident is:

- a public housing resident; or
- a low- or very low-income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

Section 3 Business Concern(s) – Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- 51% or more owned by Section 3 residents; or
- At least 30% of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or



Homes and Community Renewal

- Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Section 3 Covered Assistance— Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

The following definition for Section 3 Covered Assistance comes from 24 CFR 135.5: Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

- 1) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
- 2) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;
- 3) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - i. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - ii. Housing construction; or
 - iii. Other public construction project which includes other buildings or improvements, regardless of ownership.

Section 3 Covered Contract – means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. “Section 3 Covered Contracts” do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 Covered Contracts” do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 Covered Project – A section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other



Homes and Community Renewal

public construction such as street repair, sewage line repair or installation, updates to building facades, or other public construction, etc.

Section 3 Covered Community Planning and Development Funding – Community Development Block Grants (CDBG), Home Investment Partnership Assistance (HOME), Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFA). The requirements for Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 Thresholds - The requirements of Section 3 are applicable to HUD's direct "recipients" –for Section 3 covered project(s) for which the amount of the assistance is more than **\$200,000**.²

Contractors and Subcontractors are also subject to Section 3's requirements when performing any type of activity on Section 3 covered activity for which the amount of the assistance is in excess of \$200,000 and the contract or subcontract exceeds **\$100,000**.³

If a recipient receives Section 3 covered housing construction or public infrastructure or community development assistance in excess of \$200,000, but no individual contract exceeds \$100,000, Section 3 requirements will only apply to the recipient.

Finally, it should be noted that there are no thresholds for Section 3 covered Public and Indian Housing assistance.⁴ That is, all activities related to Public and Indian Housing assistance are covered by Section 3 regardless of the amount.

Responsibilities:

1. The UGLG that receives community development or housing assistance covered by Section 3 has the responsibility to comply with Section 3 in its own operations. This responsibility includes:
 - Notifying Section 3 residents and businesses about job opportunities and contracts generated by Section 3 covered assistance so that residents may seek jobs and businesses may submit bids/proposals for available contracts;
 - Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the sub-recipient to meet its goal;

² See 24 CFR 135.3 (a) (3) (ii).

³ 24 CFR 135.3 at 135 (3) (ii) (B).

⁴ *Id.* at 135.3 (a) (3) (i).



Homes and Community Renewal

- Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns; and
 - Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
2. The UGLG has a responsibility to “ensure compliance” of their contractors and subcontractors. This means that a sub-recipient must:
- Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents.
 - Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135.
 - Respond to complaints made to the recipient by Section 3 residents or
 - Business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
 - Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the sub-recipient’s contractors and subcontractors are not in compliance with the regulation of 24 CFR Part 135.

Goals:

All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must meet the goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. To meet the goals, contractors must select Section 3 residents based on the following priorities pursuant to § 135.34, 24 CFR Part 135:

- First Priority - Residents of the development where the work is to be performed.
- Second Priority - Other residents of the neighborhood where the work is to be performed.
- Third Priority - Other residents of the neighborhood who are participants in HUD-Youthbuild or others federal, state, and local job programs being carried out in the city or county area.
- Fourth Priority - Other persons from the project metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.



Homes and Community Renewal

Employment:

All contractors will seek low- or very low-income persons residing in the property metropolitan area for 30% of all new hires. When applicable, the contractor must show evidence of seeking project residents for 15% of the new hires.

Eligibility for employment or contracting -nothing in this policy shall be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot perform the contract.

Preference for Section 3 Business Concerns:

Preference shall be awarded to Section 3 Business Concerns according to the following system:

1. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
2. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

Competitive Bids: Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:



Homes and Community Renewal

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non- Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:

A) is within the maximum total contract price established in The UGLG's budget for the specific project for which bids are being taken; and

B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 9% of that bid or \$16,000

At least \$200,000, but less than \$300,000 8% of that bid or \$21,000

At least \$300,000, but less than \$400,000 7% of that bid or \$24,000

At least \$400,000, but less than \$500,000 6% of that bid or \$25,000

At least \$500,000, but less than \$1 million5% of that bid or \$40,000

At least \$1 million, but less than \$2 million.4% of that bid or \$60,000

At least \$2 million, but less than \$4 million.3% of that bid or \$80,000

At least \$4 million, but less than \$7 million.2% of that bid or \$105,000

\$7 million or more 1.5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
3. In both paragraphs 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Compliance:

HUD holds HCR accountable for compliance with Section 3 requirements. In contracts entered into with HCR, recipients agree to comply with Section 3. When a housing partner is unable to meet Section 3 goals, HCR will place the burden of proving compliance with Section 3 on the recipient.



Homes and Community Renewal

The minimum numerical goal for employment 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

Safe harbor and compliance determinations: In the absence of evidence to the contrary (i.e., evidence that efforts to the “greatest extent feasible” were not expended), if the UGLG or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

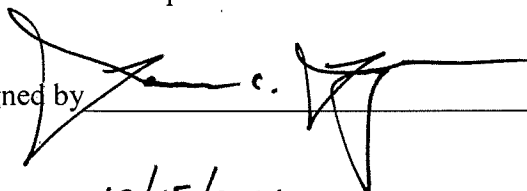
The UGLG will be expected to demonstrate why it was not feasible to meet the goals. At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should *sponsor or participate* in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

Data Collection and Reporting:

The UGLG will collect and submit required Section 3 data and complete Section 3 reporting requirements.

Certification:

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in sanctions under my policy, including but not limited to voidance of the policy, and in criminal or civil penalties.

Signed by 
Date 10/15/2021

Title Deputy County Executive

Attest 
MICHAEL A. LALLI
NOTARY PUBLIC STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2021

Reviewed by _____ Approved by _____



NEW YORK
STATE OF
OPPORTUNITY.

Homes and Community Renewal

Comments:

Fair Housing Statement
Albany County, NY

Albany County has *not* been subject to a housing discrimination proceeding before a federal, state, and/or local adjudicatory body.

RESOLUTION NO. 266

**PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATIONS**

Introduced: 8/9/21

By Audit and Finance Committee:

WHEREAS, The County Executive has proposed two applications for funding under the Community Development Block Grant Program (CDBG) regarding programs for Albany County, and

WHEREAS, A public hearing must be held before the Albany County Legislature on these proposals prior to the submission of the applications for CDBG funding, now, therefore, be it

RESOLVED, By the County Legislature of the County of Albany that a public hearing on the proposed Community Development Block Grant funding applications will 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, August 24, 2021, 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.

LEGAL NOTICE

Notice of Public Hearing

County of Albany

The County of Albany will hold a public hearing on at for the purpose of hearing public comments on August 24, 2021 at 7:15 PM at the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York 12207 for the purpose of hearing public comments on the County of Albany's the community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2020 program year. The CDBG program is administered by the New York State Office of Community Renewal (OCR), and will make available to eligible local governments approximately \$2,000,000 for the 2020 program year for affordable housing and public services, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the CDBG program and will allow for citizen participation in the development of any proposed grant applications and/or to provide technical assistance to develop alternate proposals. Comments on the CDBG program or proposed project(s) will be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart I of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

The William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York 12207 is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, those individuals should contact Necole Chambers, Clerk of the Albany County Legislature, at necole.chambers@albanycountyny.gov or 518-447-7168, least one week in advance of the hearing date to allow for necessary arrangements. Written comments may also be submitted to Necole Chambers, Clerk of the Albany County Legislature, Harold L. Joyce Albany County Office Building, 112 State Street, Room 710, Albany, NY 12207 until August 27, 2021.

TIMES UNION

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ALBANY COUNTY LEGISLATURE
112 STATE STREET RM 710
ALBANY, NY 12207

Account Number: 030365005
Order Number: 0004172369
Order Invoice Text: Notice of Public Hearing

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

08-16-2021



08/17/2021

Denise R. LaCoppola

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Sworn to before me, this 17 day of Aug 2021

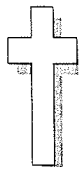


Notary Public
Albany County

The County of Albany will hold a public hearing on at for the purpose of hearing public comments on August 24, 2021 at 7:15 PM at the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York 12207 for the purpose of hearing public comments on the County of Albany's the community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2020 program year. The CDBG program is administered by the New York State Office of Community Renewal (OCR), and will make available to eligible local governments approximately \$2,000,000 for the 2020 program year for affordable housing and public services, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the CDBG program and will allow for citizen participation in the development of any proposed grant applications and/or to provide technical assistance to develop alternate proposals. Comments on the CDBG program or proposed project(s) will be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart 1 of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

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TU1t 4172369



The Evangelist

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40 N. MAIN AVENUE, ALBANY, NEW YORK 12203
TELEPHONE (518) 453-6688 FAX (518) 453-8448

STATE OF NEW YORK }

CITY AND COUNTY }

OF ALBANY }

LEGAL NOTICE

Notice of Public Hearing County of Albany

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EV 8/19/21

The undersigned is the authorized designee of the publisher of The Evangelist, a weekly newspaper published in the City and County of Albany aforesaid, and that the notice of which a printed copy is annexed, has been published in the said **THE EVANGELIST**, for 1 week commencing on the 19th day of August 2021.

Mary DeTurrus Poust
Authorized designee

Sworn before me, this
19th day of August 2021

NOTARY PUBLIC

MARY C BECK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6385539
Qualified in Albany County
Commission Expires January 07, 2023

OFFICIAL PUBLICATION OF THE CATHOLIC DIOCESE OF ALBANY
PUBLISHED WEEKLY BY THE ALBANY CATHOLIC PRESS ASSOCIATION, INC.

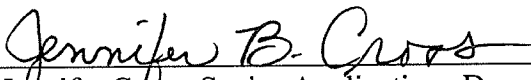
WEBSITE
AFFIDAVIT OF POSTING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROJECT

The undersigned, being duly sworn, hereby states:

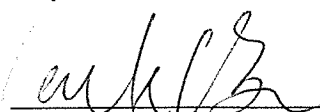
1. That on August 16, 2021, Jennifer Cross, Senior Applications Developer posted a digital copy of the attached Notice of Public Hearing entitled "Notice of Public Hearing on Proposed Community Development Block Grant (CDBG) Project" relating to Community Development Block Grant (CDBG) applications for the 2020 program year to the County of Albany website. The Notice remains available on the website, constituting at least 72 hours of prior notice.

2. That the Notice of Hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was posted on such website.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of October, 2021.


Jennifer Cross, Senior Applications Developer

NA.020B035558
Sworn to before me this 15th
day of October, 2021.

 3/13/2025

Notary Public

Exhibit "A"

LEGAL NOTICE

Notice of Public Hearing

County of Albany

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1	August 24, 2021 - Public Hearing
2	ALBANY COUNTY LEGISLATIVE OFFICE
3	-----X
4	PUBLIC HEARING
5	RESOLUTION NO. 266
6	PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
7	DEVELOPMENT, BLOCK GRANT APPLICATIONS
8	-----X
9	Minutes of Hearing, on 24th day of August, 2021 commencing
10	at 7:18 p.m., 16 Eagle Street, Rm. 283, Albany, New York
11	BEFORE: CHAIRMAN WANDA WILLINGHAM
12	
13	Reported by Janet Wallravin
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 COPY

1 August 24, 2021 - Public Hearing

2 APPEARANCES:

3 NECOLE CHAMBERS

4 ROBERT BESTON

5 PAUL BURGDORF

6 NORMA CHAPMAN

7 MICKEY CLEARY

8 TODD DRAKE

9 BERORO EFEKORO

10 SAMUEL FEIN

11 MARK GRIMM

12 RAYMOND JOYCE

13 PATRICE LOCKART

14 FRANK MAURIELLO

15 CAROLYN MCLAUGHLIN

16 MATTHEW MILLER

17 JEFF PERLEE

18 MATTHEW PETER

19 VICTORIA PLOTSKY

20 BILL RICARD

21 MERTON SIMPSON

22 PETER TUNNY

23 PAT ALDERSON

24 WILLIAM SIKULA

25

1 August 24, 2021 - Public Hearing
2 (On the record 7:18 p.m.)
3 THE CLERK: I'd like to call the
4 meeting to order. Chairman Joyce was excused from
5 tonight's meeting, so I will start by calling the
6 roll. Beston?
7 MR. BESTON: Here.
8 THE CLERK: Bruschi? Burgdorf?
9 MR. BURGENDORF: Here.
10 THE CLERK: Chapman?
11 MS. CHAPMAN: Here.
12 THE CLERK: Clay? Cleary?
13 MR. CLEARY: Here.
14 THE CLERK: Commisso? Cunningham?
15 Domalewicz? Drake?
16 MR. DRAKE: Here.
17 THE CLERK: Efekoro?
18 MR. EFEKORO: Here.
19 THE CLERK: Ethnier? Feeney? Fein?
20 MR. FEENEY: Feeney is here.
21 THE CLERK: Grimm?
22 MR. GRIMM: Here.
23 THE CLERK: Andrew Joyce? Ray Joyce?
24 MR. RAYMOND JOYCE: Here.
25 THE CLERK: Kuhn? Lekakis? Lockart?

1 August 24, 2021 - Public Hearing
2 MS. LOCKART: Here.
3 THE CLERK: Mauriello?
4 MR. MAURIELLO: Here.
5 THE CLERK: Mayo? McLaughlin?
6 MS. MCLAUGHLIN: Here.
7 THE CLERK: McLean Lane? Miller?
8 MR. MILLER: Present.
9 THE CLERK: O'Brien? Perlee?
10 MR. PERLEE: Here.
11 THE CLERK: Peter?
12 MR. PETER: Here.
13 THE CLERK: Plotsky?
14 MS. PLOTSKY: Here.
15 THE CLERK: Reidy? Reinhardt?
16 Ricard?
17 MR. RICHARD: Present.
18 THE CLERK: Simpson?
19 MR. SIMPSON: Here.
20 THE CLERK: Smith? Touchette?
21 MR. TOUCHETTE: Here.
22 THE CLERK: Tunny?
23 MR. TUNNY: Here.
24 THE CLERK: Ward? Whalen?
25 Willingham?

1 August 24, 2021 - Public Hearing

2 TEMPORARY CHAIR: Here.

3 THE CLERK: I have twenty-one present.

4 Now I will open on the issues to the -- to the
5 appointment of a temporary chair person.

6 MR. PETER: Madam Clerk, I'd like to
7 nominate Wanda Willingham to be temporary chair to
8 this meeting?

9 THE CLERK: Second?

10 UNIDENTIFIED SPEAKER: Second.

11 THE CLERK: I have a motion for Ms.
12 Willingham and a second, are there any other
13 nominations? The nominations are closed. All in
14 favor of Ms. Willingham to serve as temporary
15 chairperson?

16 ALL: Aye.

17 THE CLERK: Those opposed? Ms.
18 Willingham may assume the role of temporary
19 chairperson.

20 TEMPORARY CHAIR: Good evening
21 everyone. Welcome to the August 24, 2021 meeting of
22 the Albany County Legislature. I'm Wanda Willingham
23 and I'll be serving as your temporary chairperson.

24 The governing law and our rules direct
25 that we hold a public hearing prior to the passage of

1 August 24, 2021 - Public Hearing

2 local laws and other resolutions. Our rules prohibit
3 members of the public from questioning legislators
4 and prohibits us from questioning you.

5 The county policy with regards to
6 masks in county buildings is that all individuals are
7 required to wear a mask at all times when in a public
8 setting like this. As you know, our chamber is not
9 the largest space, so we have placed the public in
10 the back room where the meeting is being live-
11 streamed and the door is open so they may observe the
12 chamber.

13 Speakers are called in the order that
14 their names appear on the sign-up sheet and speakers
15 are permitted five minutes to express their views.
16 Speakers are also asked to come to the front podium
17 via the hallway and return to the back via the
18 hallway.

19 Clerk, please read Resolution Two
20 Sixty-Six.

21 THE CLERK: Public Hearing Regarding
22 Multiple Community Development Block Grant
23 Applications.

24 Resolve. By the County Legislature of
25 the County of Albany, that a public hearing on the

1 August 24, 2021 - Public Hearing
2 proposed community development block grant funding
3 applications will be held by the County Legislature
4 in the William J. Conboy, II Legislative Chambers,
5 Albany County Courthouse, Albany, New York at seven
6 fifteen p.m. on Tuesday, August 24, 2021 and the
7 Clerk of the County Legislature is directed to cause
8 notice of such hearing to be published containing the
9 necessary information in accordance with the
10 applicable provisions of law. Applications of
11 publication are on file in the Clerk's Office.

12 TEMPORARY CHAIR: Thank you. Clerk,
13 please identify the first speaker.

14 THE CLERK: Pat Alderland (phonetic) -
15 - Alderson.

16 UNIDENTIFIED SPEAKER: Say where he's
17 from.

18 THE CLERK: He's from the County
19 Exec's Office.

20 MR. ALDERSON: Hey, good evening
21 everybody. So tonight I want to just talk to you a
22 little bit about one of the C.D.B.G. Care's Project
23 Applications that is being submitted. This first
24 project application that we're going to be talking
25 about is specifically for mental health support

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2 services.

3 So there's a project application under
4 development, it's a four-prong strategy to bolster
5 the mental health system supports in underserved
6 communities within the county. The need for mental
7 health supports has only been exacerbated by the
8 Pandemic, as we see ongoing and necessary public
9 health measures expose many people to experiencing
10 situations linked to poor mental health outcomes such
11 as isolation and job loss. These Pandemic-related
12 stressors are occurring against a backdrop of high
13 rates of mental illness and substance use that
14 existed prior to the current crisis.

15 So this application seeks to kind of
16 address the -- the existing need that exists within
17 the community and -- and work to kind of stem some of
18 the -- the challenges we see in the future. So the
19 first phase of this proposal would be by sub -- would
20 be a proposal to subcontract with Catholic Charities
21 Care for Nation Services to expand to Albany Law
22 Enforcement assisted diversion or let everyone
23 advance with dignity client engagement capacity. So
24 this would be done through the addition of a new case
25 manager to help with case load reduction and also

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2 some -- some of the money would be set aside and used
3 for salary improvements for existing case managers to
4 help with retention in a field where there's very
5 high turnover.

6 It is essential that the number of
7 lead case managers increase so that current
8 participants can get the dedicated time and focus
9 they need to improve their mental and physical health
10 and meet the goals that they have set for themselves.
11 This portion of the plan would cost nearly ninety-
12 seven thousand dollars.

13 The second portion of this application
14 would be to improve the outcomes and cross systems
15 management of the Albany County Mental Health Patient
16 Services Coordinating Committee. This is a multi-
17 sector cross systems planning group that assists
18 individuals who have high needs or are high utilizers
19 of emergency medical services and this would be done
20 through adding a dedicated social worker as well as a
21 peer advocate to work directly with these -- these
22 individuals. That program's costs would be a hundred
23 and forty-eight thousand dollars.

24 The third portion of this application
25 would be to expand the mental health and substance

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2 abuse disorder treatment provision within the ...
3 towns. This is -- there is a project that was under
4 way, however it -- it faltered and there wasn't an
5 ability to fund an expansion of counseling services
6 in -- in the hill towns as had -- was originally
7 consensualized. So this portion of the plan would
8 use existing Albany County Department of Mental
9 Health resources as well as a trusted medical
10 provider in the hill towns to set up a -- a patient
11 referral system and -- and telehealth opportunities
12 for folks in the hill towns. The cost of that phase
13 of this application would be twenty thousand dollars.

14 And finally, there is a hundred and
15 twenty-five thousand dollars in this application to
16 expand jurisdictions served by the alternative mental
17 health-related Crisis Response Team in the county --
18 the pilot (phonetic spelling) better known as a
19 court. I'm taking questions at this time, if there
20 are any. Thank you for your time.

21 THE CLERK: William Secola (phonetic)
22 -- Sikula, from Lamphony (phonetic spelling)?

23 MR. SIKULA: Hi everyone. I'm the
24 School and the Planning and Park Rec's coordinator
25 with the Albany County ... and I'll be speaking on

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2 that for another C.D.B.G. project that is a
3 partnership between Albany County and the Albany
4 County Lambig (phonetic spelling). The Albany County
5 Lambig is a 501(c)(3) and will be working to
6 rehabilitate three, two-unit residential buildings
7 into affordable homeownership opportunities for
8 members of underserved and ... populations that have
9 been disproportionately impacted by COVID-19.

10 Under this proposal, the Albany County
11 and the Lambig is some ... recipient would utilize
12 approximately a million dollars in C.D.B.G. funds to
13 fully rehab three vacant structures at 45, 48 and
14 52nd Avenues, which are owned by the Albany County
15 Lambig. We thought we would see a little bit of
16 savings when we initially did the budget, but we
17 actually expected it to be right around a million
18 dollars and then nine eighty ...

19 So the Albany County Lambig, just as a
20 background, is -- is currently in the process of
21 applying to rehab up to thirty buildings under the
22 New York State H.C.R.'s Legacy City's Program,
23 including 34 Second Avenue and 40 Second Avenue ...
24 state block. Under that program other homes on the
25 corridor will be transformed into affordable

1 August 24, 2021 - Public Hearing
2 homeownership opportunities for members of
3 underserved people in the populations.

4 The Albany County Lambig is also
5 working in partnership with a developer to transform
6 over sixty vacant properties in the surrounding
7 neighborhood in the South End into quality,
8 affordable rentals as well as there are homeownership
9 opportunities in that project as well.

10 Second Avenue is in Albany South End,
11 which is a little ... predominantly black
12 neighborhood. And Second Avenue itself has a
13 strategic corridor within the larger neighborhood
14 revitalization efforts. And an increased supply of
15 affordable health -- housing will help stabilize the
16 corridor and create new homes for families and
17 individuals experiencing housing challenges as a
18 result of COVID-19.

19 The Lambig house I control, the three
20 buildings, contemplated in this project, so we can
21 begin almost immediately, we expect construction to
22 be about a year. Thank you.

23 THE CLERK: There are no more
24 speakers.

25 TEMPORARY CHAIR: Thank you, Mr.

1 August 24, 2021 - Public Hearing

2 Alderson and Mr. Sikula. That is all our speakers
3 for tonight, is there anyone else in the meeting who
4 would like to make a public comment? Hearing none,
5 the public hearing is now closed. Can I have a
6 motion to dismiss?

7 MR. PETER: Motion ...

8 TEMPORARY CHAIR: Second?

9 UNIDENTIFIED SPEAKER: Seconded.

10 TEMPORARY CHAIR: Motion is seconded.

11 Thank you.

12 (Off the record 7:33 p.m.)

13 (The proceeding concluded.)

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1 August 24, 2021 - Public Hearing

2 STATE OF NEW YORK

3 I, JANET WALLRAVIN, do hereby certify that the foregoing
4 was reported by me, in the cause, at the time and place,
5 as stated in the caption hereto, at Page 1 hereof; that
6 the foregoing typewritten transcription consisting of
7 pages 1 through 13, is a true record of all proceedings
8 had at the hearing.

9 IN WITNESS WHEREOF, I have hereunto
10 subscribed my name, this the 1st day of September, 2021.

11 *Janet Wallravin*
12

13 JANET WALLRAVIN, Reporter
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Community Development Block Grant (CDBG)
Coronavirus Aid, Relief, and Economic Security Act



Albany County

Project 2: Bolstering Mental Health System in Response to COVID-19 Pressures

Oct 15, 2021

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II. APPLICATION FORMS

A. PROJECT CONTACT INFORMATION

1. Applicant Information

Organization Name	
Type	
Mailing Address	
City	
State	
Zip + 4	
Phone	
Fax	
Primary Email	
Website	
EIN	
DUNS	
Fiscal Year End	

2. Chief Elected Official - CEO (If term is ending, please provide new contact information)

First Name	
Last Name	
Title	
Term Effective Date	
Term End Date	
New CEO Name	
Title	
Term Effective Date	
Term End Date	
City	

State	
Zip + 4	
Phone	
Fax	
Email	

3. Primary Local Grant Contact (Must be a municipal employee other than CEO)

Name	
Title	
Address	
City	
State	
Zip + 4	
Phone	
Fax	
Email	

4. Applicant Political District Information

Congressional District(s)				
Assembly District(s)				
Senate District(s)				

5. Program/Project Information

Name of Project	
Location	
Location Type	
Address Specific	
Community-Wide	
Census Tract/Block Group	

B. PROJECT PROPOSAL

1. Description of Need

- Provide a brief description of need for the project, including any quantifiable information (for example, the number of people affected, area affected, etc.)
 - The description, to the extent possible, should be based on verifiable documentation attached to the application, such as supports letters, architectural/engineering reports, or market analysis
- Provide an explanation of how the proposed project will address the identified need.
- Describe why CDBG-CV is necessary to complete the project; include a description of efforts taken to secure alternative or additional funds from other public and private sources.
- Identify if other sources are available for the needs identified. Explain why these sources cannot meet the needs addressed by this proposal.

2. Connection to Coronavirus

- Describe, specifically, how the project will prevent, prepare for, and/or respond to Coronavirus
 - To qualify for assistance, a direct connection to preventing, preparing for and/or responding to Coronavirus must be demonstrated for each activity that will be undertaken as part of this project.

3. CDBG National Objective

- Provide a description of how the proposed activities will meet a CDBG National Objective. All CDBG-funded activities must meet one National Objectives:
 - Benefit to Low and Moderate-Income (LMI) Persons. Specify which subcategory you will meet
 - LMA (Low/mod area)
 - LMH (Low/mod housing)
 - LMC (Low/mod clientele)
 - LMJ (Low/mod jobs)
 - LMCMC (Low/mod owner microenterprise)
 - Meet an Urgent Community Development Need (URG)
- Each activity proposed must satisfy the requirements of the National Objective selected and evidence of compliance must be submitted with the application as an attachment. Note that New York State expects to primarily award projects that meet the LMI National Objective.
 - If satisfactory evidence of compliance with a National Objective is not provided, the proposed activity will be considered ineligible and will not be considered for funding. For more information, please see the appendix to the application

4. Impact

- Describe the specific measurable impacts to be realized through this project, i.e. numbers of jobs, housing units, people assisted.
- Provide a financial analysis of project feasibility with and without CDBG-CV funds.
- Describe the impact if CDBG-CV funds were not awarded, i.e. effect on community, business, quality of life, etc.

Tab to next page to Continue Impact information

5. Capacity

- Provide a project timeline and describe how the proposed project will be completed within 12 months of award.
 - Describe the administrative structure, e.g. consultant, subrecipients, that will be used to deliver the expected outcomes, including all roles and responsibilities.
 - Briefly describe relevant experience that supports preparedness to deliver the proposed project.
- If applicable - Describe the procurement process that will be used to acquire professional services to complete the project.
- Describe formal partnerships and collaborative efforts in place that will support successful delivery of the proposed project. For example, efforts to avoid duplication of services, leverage other available resources, reach underserved areas and ensure broad geographic distribution of services.
- **If Entitlement community** – Describe how the community is deploying CARES funding that has been directly received. Explain how the proposed project (using NYS CDBG-CV) complements on-going efforts to administer other CARES funding.

* Tab to next page to continue Capacity information*

6. Budget Narrative

- Explain how the attached budget is sufficient to complete the project.
- Explain how costs were determined and describe the method used to determine the best approach and cost-effective method to address the need.
- List the sources and dates of third-party cost estimates.
- Describe any administrative, program delivery, or other soft costs and how the budget for those costs was developed.
- Describe status of other funds, e.g., formally committed, pending approval. If the funds are not formally committed provide timelines for securing commitments.

Tab to next page to continue Budget Narrative

C. ACTIVITY DETAIL SHEETS

Complete only those sections that apply

1. Community/Public Facilities	
<i>How many people will benefit from this activity?</i>	
Source of Data:	If "Other" provide details below: Other provide details below
Median Income	# of People
At or Below 80%	
81% and Above	
No Income – Vacant/Seasonal Units	
Totals	

*Census- if using census data, service area of facility must perfectly match block group or census tract data

2. Affordable Housing		
<i>How Many Housing Units will be Assisted?</i>		
Owner Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%		
81% or above		
Totals		
Rental Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%		
81% or above		
Totals		
No Income – Vacant Unit		
Number of 4+ Unit Buildings to Be Assisted		
Address for Each 4+ Units Building to be Assisted		

3. Public Services (Vaccine Outreach, Mental Health Services, Broadband)		
<i>How Many Persons Will be Assisted?</i>		
Median Income	# of Units	# of People
At or Below 80%		

4. Business Assistance	
Proposed Cost per job	
Describe procedure for determining COVID-19 impact on businesses and how economic hardship will be determined and documented. Explain how award amounts and cost per job will be determined for businesses selected for participation.	
Proposed Accomplishments	Proposed Number:
<i>How Many Jobs will be created/retained?</i>	
Created	
New full-time jobs to be created	
New full-time LMI* jobs to be created	
New part-time jobs to be created	
New part-time LMI jobs to be created	
Average # of hours worked per week per part-time job created	
Retained **	
Full-time jobs to be retained	
Full-time LMI jobs to be retained	
Part-time jobs to be retained	
Part-time LMI jobs to be retained	
Average # of hours worked per week per part-time job retained	
Microenterprise (5 or fewer employees)	
Proposed Accomplishments	Proposed Number:
Total number of Microenterprises	
Of the total, enter the # of businesses entrepreneurs who qualify as Low/Moderate Income	

* LOW/MODERATE INCOME (LMI) – LMI jobs are those jobs that are held by or made available to low/moderate income people. Jobs are considered “made available to” if the job does not require any special certifications or training, education beyond high-school or equivalent, and beyond 1 year of experience.

**Provide evidence which clearly demonstrates that jobs will be lost if not for NYS CDBG assistance. For guidance, refer to the Request for Applications (RFA).

Will any jobs created in New York State be transferred or relocated from other business locations?

☐ Yes ☐ No

D. BUDGET TABLE - FUNDING SOURCES

APPLICANT NAME:		FUNDING						
NAME OF FUNDING SOURCE		AMOUNT	SOURCE	TYPE	INTEREST RATE	TERM	STATUS	DATE AVAILABLE OR DECISION DATE
1								
2								
3								
4								
5								
6								

E. BUDGET TABLE – USE OF FUNDS

APPLICANT NAME:		CDBG \$ Requested	OTHER FUNDING SOURCES (From Budget Table D)					TOTAL FUNDING	
LIST OF ACTIVITIES (List all proposed activities and list, as a separate activity, the Program Delivery associated with each proposed activity.)			Source # ____	Source # ____	Source # ____	Source # ____	Source # ____	OTHER SOURCES	ALL SOURCES
1									
1A	Program Delivery								
2									
2A	Program Delivery								
3									
3A	Program Delivery								
4									
4A	Program Delivery								
5									
5A	Program Delivery								
6	Total Amount for Engineering								
7	Grant Administration								
8	Total Amount for Program Delivery (Total of 1A -5A)								
9	Total Amount of Funding								
10	Calculate and enter % of Total Project Cost	%	%	%	%	%	%	%	100%

F. CERTIFICATIONS

CERTIFICATION REQUIRED BY TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In accordance with the Title I of the Housing and Community Development Act of 1974, as amended, the Applicant hereby certifies that:

- a. It possesses legal authority to make a grant submission and to execute a community development and housing program;
- b. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Applicant to submit the subject application and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the submission of the application and to provide such additional information as may be required;
- c. Prior to submission of its application to the Office of Community Renewal (OCR), the Applicant has met the citizen participation requirements at 24 CFR 570.486 and New York State's Citizen Participation Plan as amended;
- d. The grant will be conducted and administered in compliance with:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d et seq.); and
The Fair Housing Act (Public Law 90-284, 42 USC 3601-20);
- e. It will affirmatively further fair housing;
- f. It has developed its application so as to give maximum feasible priority to activities that will benefit LMI families or aid in the prevention or elimination of slums or blight. The application may also include activities which the applicant certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. The grant shall principally benefit persons of LMI in a manner that ensures that not less than 70% of such funds are used for activities that benefit such persons;
- g. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of LMI, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- h. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the applicable laws and regulations found at 24 CFR 570.608;

- i. It will minimize the displacement of persons as a result of activities assisted with CDBG funds;
- j. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606 (c) governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Act (including a certification that the Applicant is following such a plan); and the relocation requirements of 24 CFR 570.606 (d) governing optional relocation assistance under section 105 (a)(11) of the Act;
- k. It has adopted and is enforcing:
 - 1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction;
- l. To the best of its knowledge and belief:
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - 3) It will require that the language of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - 4) 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 such failure.
- m. It will continue to provide a drug-free workplace by:
 - 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2) Establishing an ongoing drug-free awareness program to inform employees about:

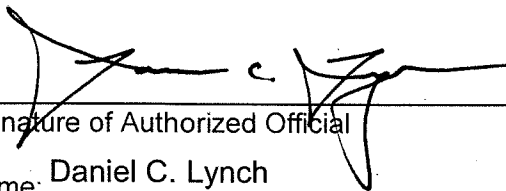
- i. The dangers of drug abuse in the workplace;
 - ii. The Applicant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) 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 (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the OCR in writing, within ten calendar days after receiving notice under subparagraph (4) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. 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
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- 8) The Applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Varies - mental health services will be provided throughout the Albany County community.

- 9) Workplaces under grants, for Applicants other than individuals, need not be identified on the certification. If known, they may be identified on the certification. If the Applicant does not identify the workplaces at the time of the application, or upon award, if there is no application, the Applicant must keep the identity of the workplace(s) on file its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Applicant's drug-free workplace requirements.

- 10) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
- 11) If the workplace identified to OCR changes during the performance of the grant, the Applicant shall inform OCR of the change(s), if it previously identified the workplaces.
- 12) This certification is a material representation of fact upon which reliance is placed when OCR awards the grant. If it is later determined that the Applicant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, OCR may take action authorized under said Act.
- n. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 135. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons;
- o. It will comply with the other provisions of the Act and with other applicable laws;
- p. It is in compliance with a HUD-approved Consolidated Plan;
- q. It is in compliance with grant spending threshold requirements as outlined in the Application; and
- r. It will comply with all applicable federal/State/local affirmative action requirements.
- s. To the best of its knowledge and belief all data provided in this application is true and correct.



 Signature of Authorized Official

Name: Daniel C. Lynch

Title Deputy County Executive

10/15/2021

 Date

Part 1: Expanding Albany Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity (LEAD) Client Engagement Capacity through Addition of Case Managers	
	Proposed
Personnel Services	
Case Manager - New Hire	41,800
Case Manager - Parity Increase (10%)	3,800
Case Manager - Parity Increase (10%)	3,800
Case Manager - Parity Increase (10%)	3,800
Program Director (10% of time)	6,500
Total Personnel Services	59,700
Fringe (33%)	
Taxes (FICA, WC. Unemp, Dbl) (11%)	6,678
Other Fringe (22%)	13,356
Total Fringe	19,701
OTPS	
Office Supplies	1,194
Equipment Purchase	2,000
Telephone/Internet/Communications	1,194
Staff Cell Phones	300
Training	2,000
Staff Travel	2,700
AAA Membership	63
Total OTPS	9,451
Rent	3,582
Total Direct Costs	92,434
Agency Admin	
Agency Admin (5%)	4,622
Total Admin	4,622
Total Soft Costs	4,622
Grand Total	97,056
*Note: \$97,050 requested	

Part 2: Improving Outcomes and Cross-Systems Management of Albany County Mental Health Patient Services Coordinating Committee (PSCC) through Addition of Social Workers and Peers	
Personnel Services	Proposed
Social Worker - New Hire	58,000
Peer Advocate - New Hire	38,000
Total Personnel Services	96,000
Fringe (47%)	
State Retirement (14%)	13,326
Social Security (8%)	7,344
Hospital and Medical Insurance (25%)	24,373
Total Fringe	45,043
OTPS	
Office Supplies	1,000
Equipment Purchase	2,000
Staff Cell Phones	600
Training	1,400
Staff Travel	1,800
Total OTPS	6,800
Total Direct Costs	147,843
Total Soft Costs	-
Grand Total	147,843
*Note: \$147,840 requested	

Part 3: Developing Mental Health and Substance Use Disorder (SUD) Treatment Provision in Rural Hilltowns by Collaborating with Community Partners	
	Proposed
Total Personnel Services	-
Total Fringe	-
OTPS	
Equipment Purchase	4,000
Staff Travel	4,000
Total OTPS	8,000
Rent	12,000
Total Direct Costs	20,000
Total Soft Costs	-
Grand Total	20,000

Part 4: Expanding Alternative Mental Health Related Crisis Response to New Jurisdictions Serving LMI Clientele	
	Proposed
Personnel Services	
Social Worker - New Hire	58,000
Total Personnel Services	58,000
Fringe (47%)	
State Retirement (14%)	8,051
Social Security (8%)	4,437
Hospital and Medical Insurance (25%)	14,725
Total Fringe	27,213
OTPS	
Equipment Purchase - Interop. Comms.	12,800
Training	2,000
Program Eval. and Technical Assistance	25,000
Total OTPS	39,800
Total Direct Costs	125,013
Total Soft Costs	-
Grand Total	125,013
*Note: \$125,000 requested	

DUPLICATION OF BENEFITS WORKSHEET

Applicant Name:
Project Name:

1. Identify Applicants Total Need	
2. Identify Total Assistance Available	
National Flood Insurance Program (NFIP)	
Private Insurance (applicant must submit a claim if covered)	
SBA Grants/Loans (includes PPP and EIDL)	
Other Federal, State or Local Government Assistance	
Other private assistance including charitable contributions	
Subtotal	
3. Identify the Amount of Total Assistance to Exclude as Non-duplicative.	
Explanation of non-duplicative funds:	
\$15,000 was private insurance for inventory replacement. This grant covers operating costs only.	
4. Identify total DOB Amount (Item 2 minus Item 3)	
5. Calculate Maximum Award (Item 1 minus Item 4)	

Form Completed by:
Date Completed:

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): Albany County 112 State Street, Room 1200, Albany, NY 12207 (518) 447-7040	2. Social Security Number or Employer ID Number: 146002563
3. HUD Program Name CDBG - CV	4. Amount of HUD Assistance Requested/Received 389,890
5. State the name and location (street address, City and State) of the project or activity: Varies - mental services provided throughout Albany County, NY	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). ☒ Yes ☐ No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 ☒ Yes ☐ No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
N/A	N/A	N/A	N/A

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

- All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
- any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

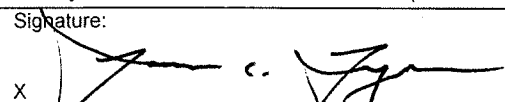
Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Albany County	146002563	Program Administration	\$292,840 (75%)
Catholic Charities of the Diocese of Albany	263101392	Program Administration	\$97,050 (25%)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: 	Date: (mm/dd/yyyy) 10/15/2021
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Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C. 3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Exhibit A



Letter in Support of Albany County (New York) Application for Public Services Project – Support for Mental Health Services

The Albany Law Enforcement Assisted Diversion program supports, and respectfully requests approval of, the application by Albany County for the above-mentioned Public Services Project. Key goals of Albany LEAD include reorienting government's response to problems associated with mental illness and substance disorders; improving public safety through research-based, health-oriented and harm-reduction interventions; and reducing the number of people entering the criminal justice system for low-level offenses related to mental health and certain other conditions. Albany was the third city to implement a LEAD program and remains a model for other jurisdictions elsewhere in New York State and nationally.

Since its implementation in April 2016, Albany LEAD has diverted 277 individuals from arrest and potential prosecution, including 34 new participants during the first six months of 2021. Because of chronic mental illness, substance abuse and related conditions, LEAD participants often require ongoing case management assistance long after the initial diversion, and total caseload increases over time. The Albany County application provides more detailed discussion of the need for increased support for case management, including the impact of the COVID-19 pandemic.

Albany LEAD is considering policy changes that would allow expanded use of the diversion strategy to benefit individuals who need services but are currently not eligible for the program. Albany LEAD partners are also developing improved reporting and analysis processes for police data on arrests and diversions as well as case management data on LEAD participants' health and social conditions. The proposed seed funding for additional case managers and modest salary enhancement to improve retention of case management staff will contribute significantly to the further growth of Albany LEAD.

Please feel free to contact me if you need any further information.

Thank you,

A handwritten signature in black ink that reads 'Brendan J. Cox'. The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Brendan J. Cox

Director of Policing Strategies, LEAD Support Bureau

Exhibit B



Daniel P. McCoy
County Executive

Daniel C. Lynch, Esq.
Deputy County Executive

COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Stephen J. Giordano, Ph.D.
Director of Mental Health

Cindy Hoffman, LCSW-R
Deputy Director

September 15th, 2021

To Whom It May Concern,

The Albany County Department of Mental Health (ACDMH) supports the proposed use of CDBG-Cares Funding to enhance mental health services for under-served individuals in Albany County. Due to the increasingly large number of individuals in need of mental health supports and services, combined with existing workforce challenges, the local behavioral health system is under great strain and would benefit from increased/enhanced services to better meet existing and emerging needs. As noted in the grant application, there are a number of specific areas in which service enhancement would directly benefit individuals not otherwise adequately served.

ACDMH also works with many high-need individuals who are high utilizers of emergency services and who are not easily linked to community resources. For many years ACDMH has directed the Patient Services Coordinating Committee (PSCC), comprised of multiple community stakeholders, to both engage and assist these individuals in accessing services that better address their needs and reduce reliance on avoidable utilization of crisis services. Adding case management professionals to the PSCC effort, who's primary focus was to overcome access to service barriers encountered by these high-need individuals, would ensure improved outcomes (e.g., improved quality of life; cost savings).

As noted in plan three of this four-pronged approach, reducing barriers related to access to behavioral health services in Albany County's Hilltowns would allow individuals living in rural communities to receive much needed services through a partnership with Hilltown Healthcare, a local medical practice.

Lastly, in order to further improve outcomes in local rural communities when dealing with individuals experiencing behavioral health crises, expansion of the ACCORD program, a cross-discipline team of ACDMH mobile crisis social workers along with Paramedics/EMT's from the Sheriff's Office, would further decrease the need for law enforcement in the handling of crisis calls that might be better served by mental health professionals and paramedics.

The Albany County Department of Mental Health endorses these plans without reservation and contend that they would afford improved access to much needed services, leading to improved linkage and improved outcomes, for Albany County residents.

Sincerely,

Stephen J. Giordano, Ph.D.
Albany County Mental Health Commissioner
Director of Community Services



Homes and Community Renewal

Section 3 Participation Plan

COUNTY OF ALBANY, NY
For Section 3 Covered Contracts

Background:

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low- and very low income persons¹.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended and 24 CFR Part 135, The Units of General Local Government (UGLG) adopts this Section 3 Participation Plan for Section 3 Covered Contracts. The policy will provide direction for implementing Section 3, when required.

Policy Statement:

The UGLG shall provide opportunities to low- and very low-income persons residing in the State of New York (as defined in § 135.5 of 24 CFR Part 135) and to businesses meeting the definition of "Section 3 Business Concern" (as defined by 24 CFR Part 135). Accordingly, the UGLG shall implement policies and procedures to ensure that Section 3, when required, is followed and develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or equipment. (See the definition of "Section 3 Covered Contracts" below.) There is nothing in this policy that should be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

¹ 124 CFR 135.1



Homes and Community Renewal

Definitions:

The UGLG incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135.

Defined Terms of Policy:

Section 3 – Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

Section 3 Recipient – means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 Resident – A section 3 resident is:

- a public housing resident; or
- a low- or very low-income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

Section 3 Business Concern(s) – Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- 51% or more owned by Section 3 residents; or
- At least 30% of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or



Homes and Community Renewal

- Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Section 3 Covered Assistance— Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

The following definition for Section 3 Covered Assistance comes from 24 CFR 135.5: Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

- 1) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
- 2) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;
- 3) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - i. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - ii. Housing construction; or
 - iii. Other public construction project which includes other buildings or improvements, regardless of ownership.

Section 3 Covered Contract – means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. “Section 3 Covered Contracts” do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 Covered Contracts” do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 Covered Project – A section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other



Homes and Community Renewal

public construction such as street repair, sewage line repair or installation, updates to building facades, or other public construction, etc.

Section 3 Covered Community Planning and Development Funding – Community Development Block Grants (CDBG), Home Investment Partnership Assistance (HOME), Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFA). The requirements for Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 Thresholds - The requirements of Section 3 are applicable to HUD's direct "recipients" –for Section 3 covered project(s) for which the amount of the assistance is more than **\$200,000**.²

Contractors and Subcontractors are also subject to Section 3's requirements when performing any type of activity on Section 3 covered activity for which the amount of the assistance is in excess of \$200,000 and the contract or subcontract exceeds **\$100,000**.³

If a recipient receives Section 3 covered housing construction or public infrastructure or community development assistance in excess of \$200,000, but no individual contract exceeds \$100,000, Section 3 requirements will only apply to the recipient.

Finally, it should be noted that there are no thresholds for Section 3 covered Public and Indian Housing assistance.⁴ That is, all activities related to Public and Indian Housing assistance are covered by Section 3 regardless of the amount.

Responsibilities:

1. The UGLG that receives community development or housing assistance covered by Section 3 has the responsibility to comply with Section 3 in its own operations. This responsibility includes:
 - Notifying Section 3 residents and businesses about job opportunities and contracts generated by Section 3 covered assistance so that residents may seek jobs and businesses may submit bids/proposals for available contracts;
 - Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the sub-recipient to meet its goal;

² See 24 CFR 135.3 (a) (3) (ii).

³ 24 CFR 135.3 at 135 (3) (ii) (B).

⁴ *Id.* at 135.3 (a) (3) (i).



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- Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns; and
 - Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
2. The UGLG has a responsibility to “ensure compliance” of their contractors and subcontractors. This means that a sub-recipient must:
- Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents.
 - Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135.
 - Respond to complaints made to the recipient by Section 3 residents or
 - Business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
 - Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the sub-recipient’s contractors and subcontractors are not in compliance with the regulation of 24 CFR Part 135.

Goals:

All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must meet the goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. To meet the goals, contractors must select Section 3 residents based on the following priorities pursuant to § 135.34, 24 CFR Part 135:

- First Priority - Residents of the development where the work is to be performed.
- Second Priority - Other residents of the neighborhood where the work is to be performed.
- Third Priority - Other residents of the neighborhood who are participants in HUD-Youthbuild or others federal, state, and local job programs being carried out in the city or county area.
- Fourth Priority - Other persons from the project metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.



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Employment:

All contractors will seek low- or very low-income persons residing in the property metropolitan area for 30% of all new hires. When applicable, the contractor must show evidence of seeking project residents for 15% of the new hires.

Eligibility for employment or contracting -nothing in this policy shall be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot perform the contract.

Preference for Section 3 Business Concerns:

Preference shall be awarded to Section 3 Business Concerns according to the following system:

1. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
2. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

Competitive Bids: Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:



Homes and Community Renewal

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non- Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:

A) is within the maximum total contract price established in The UGLG's budget for the specific project for which bids are being taken; and

B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 9% of that bid or \$16,000

At least \$200,000, but less than \$300,000 8% of that bid or \$21,000

At least \$300,000, but less than \$400,000 7% of that bid or \$24,000

At least \$400,000, but less than \$500,000 6% of that bid or \$25,000

At least \$500,000, but less than \$1 million5% of that bid or \$40,000

At least \$1 million, but less than \$2 million.4% of that bid or \$60,000

At least \$2 million, but less than \$4 million.3% of that bid or \$80,000

At least \$4 million, but less than \$7 million.2% of that bid or \$105,000

\$7 million or more 1.5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
3. In both paragraphs 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Compliance:

HUD holds HCR accountable for compliance with Section 3 requirements. In contracts entered into with HCR, recipients agree to comply with Section 3. When a housing partner is unable to meet Section 3 goals, HCR will place the burden of proving compliance with Section 3 on the recipient.



Homes and Community Renewal

The minimum numerical goal for employment 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

Safe harbor and compliance determinations: In the absence of evidence to the contrary (i.e., evidence that efforts to the “greatest extent feasible” were not expended), if the UGLG or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

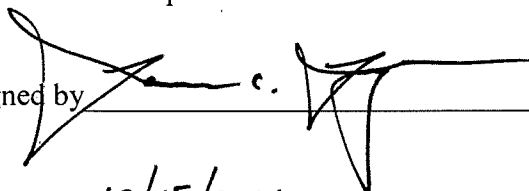
The UGLG will be expected to demonstrate why it was not feasible to meet the goals. At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should *sponsor or participate* in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

Data Collection and Reporting:

The UGLG will collect and submit required Section 3 data and complete Section 3 reporting requirements.

Certification:

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in sanctions under my policy, including but not limited to voidance of the policy, and in criminal or civil penalties.

Signed by 
Date 10/15/2021

Title Deputy County Executive

Attest 
MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2021

Reviewed by _____ Approved by _____



NEW YORK
STATE OF
OPPORTUNITY.

Homes and Community Renewal

Comments:

Fair Housing Statement
Albany County, NY

Albany County has *not* been subject to a housing discrimination proceeding before a federal, state, and/or local adjudicatory body.

RESOLUTION NO. 266

**PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATIONS**

Introduced: 8/9/21

By Audit and Finance Committee:

WHEREAS, The County Executive has proposed two applications for funding under the Community Development Block Grant Program (CDBG) regarding programs for Albany County, and

WHEREAS, A public hearing must be held before the Albany County Legislature on these proposals prior to the submission of the applications for CDBG funding, now, therefore, be it

RESOLVED, By the County Legislature of the County of Albany that a public hearing on the proposed Community Development Block Grant funding applications will 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, August 24, 2021, 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.

LEGAL NOTICE

Notice of Public Hearing

County of Albany

The County of Albany will hold a public hearing on at for the purpose of hearing public comments on August 24, 2021 at 7:15 PM at the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York 12207 for the purpose of hearing public comments on the County of Albany's the community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2020 program year. The CDBG program is administered by the New York State Office of Community Renewal (OCR), and will make available to eligible local governments approximately \$2,000,000 for the 2020 program year for affordable housing and public services, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the CDBG program and will allow for citizen participation in the development of any proposed grant applications and/or to provide technical assistance to develop alternate proposals. Comments on the CDBG program or proposed project(s) will be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart I of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

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TIMES UNION

timesunion.com

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

ALBANY COUNTY LEGISLATURE
112 STATE STREET RM 710
ALBANY, NY 12207

Account Number: 030365005
Order Number: 0004172369
Order Invoice Text: Notice of Public Hearing

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

08-16-2021

Denise R. LaCoppola

08/17/2021

Denise R. LaCoppola

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Sworn to before me, this 17 day of Aug 2021

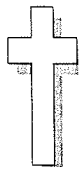
[Signature]

Notary Public
Albany County

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TU1t 4172369



The Evangelist

324

40 N. MAIN AVENUE, ALBANY, NEW YORK 12203
TELEPHONE (518) 453-6688 FAX (518) 453-8448

STATE OF NEW YORK }

CITY AND COUNTY }

OF ALBANY }

LEGAL NOTICE

Notice of Public Hearing County of Albany

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EV 8/19/21

The undersigned is the authorized designee of the publisher of The Evangelist, a weekly newspaper published in the City and County of Albany aforesaid, and that the notice of which a printed copy is annexed, has been published in the said **THE EVANGELIST**, for 1 week commencing on the 19th day of August 2021.

Mary DeTurris Poust
Authorized designee

Sworn before me, this
19th day of August 2021

NOTARY PUBLIC

MARY C BECK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6385539
Qualified in Albany County
Commission Expires January 07, 2023

OFFICIAL PUBLICATION OF THE CATHOLIC DIOCESE OF ALBANY
PUBLISHED WEEKLY BY THE ALBANY CATHOLIC PRESS ASSOCIATION, INC.

WEBSITE
AFFIDAVIT OF POSTING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROJECT

The undersigned, being duly sworn, hereby states:

1. That on August 16, 2021, Jennifer Cross, Senior Applications Developer posted a digital copy of the attached Notice of Public Hearing entitled "Notice of Public Hearing on Proposed Community Development Block Grant (CDBG) Project" relating to Community Development Block Grant (CDBG) applications for the 2020 program year to the County of Albany website. The Notice remains available on the website, constituting at least 72 hours of prior notice.

2. That the Notice of Hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was posted on such website.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of October, 2021.


Jennifer Cross, Senior Applications Developer

Sworn to before me this 15th
day of October, 2021.

 3/13/2025
Notary Public

Exhibit "A"

LEGAL NOTICE

Notice of Public Hearing

County of Albany

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1	August 24, 2021 - Public Hearing
2	ALBANY COUNTY LEGISLATIVE OFFICE
3	-----X
4	PUBLIC HEARING
5	RESOLUTION NO. 266
6	PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
7	DEVELOPMENT, BLOCK GRANT APPLICATIONS
8	-----X
9	Minutes of Hearing, on 24th day of August, 2021 commencing
10	at 7:18 p.m., 16 Eagle Street, Rm. 283, Albany, New York
11	BEFORE: CHAIRMAN WANDA WILLINGHAM
12	
13	Reported by Janet Wallravin
14	
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 COPY

1 August 24, 2021 - Public Hearing

2 APPEARANCES:

3 NECOLE CHAMBERS

4 ROBERT BESTON

5 PAUL BURGDORF

6 NORMA CHAPMAN

7 MICKEY CLEARY

8 TODD DRAKE

9 BERORO EFEKORO

10 SAMUEL FEIN

11 MARK GRIMM

12 RAYMOND JOYCE

13 PATRICE LOCKART

14 FRANK MAURIELLO

15 CAROLYN MCLAUGHLIN

16 MATTHEW MILLER

17 JEFF PERLEE

18 MATTHEW PETER

19 VICTORIA PLOTSKY

20 BILL RICARD

21 MERTON SIMPSON

22 PETER TUNNY

23 PAT ALDERSON

24 WILLIAM SIKULA

25

1 August 24, 2021 - Public Hearing
2 (On the record 7:18 p.m.)
3 THE CLERK: I'd like to call the
4 meeting to order. Chairman Joyce was excused from
5 tonight's meeting, so I will start by calling the
6 roll. Beston?
7 MR. BESTON: Here.
8 THE CLERK: Bruschi? Burgdorf?
9 MR. BURG DORF: Here.
10 THE CLERK: Chapman?
11 MS. CHAPMAN: Here.
12 THE CLERK: Clay? Cleary?
13 MR. CLEARY: Here.
14 THE CLERK: Commisso? Cunningham?
15 Domalewicz? Drake?
16 MR. DRAKE: Here.
17 THE CLERK: Efekoro?
18 MR. EFEKORO: Here.
19 THE CLERK: Ethnier? Feeney? Fein?
20 MR. FEENEY: Feeney is here.
21 THE CLERK: Grimm?
22 MR. GRIMM: Here.
23 THE CLERK: Andrew Joyce? Ray Joyce?
24 MR. RAYMOND JOYCE: Here.
25 THE CLERK: Kuhn? Lekakis? Lockart?

1 August 24, 2021 - Public Hearing
2 MS. LOCKART: Here.
3 THE CLERK: Mauriello?
4 MR. MAURIELLO: Here.
5 THE CLERK: Mayo? McLaughlin?
6 MS. MCLAUGHLIN: Here.
7 THE CLERK: McLean Lane? Miller?
8 MR. MILLER: Present.
9 THE CLERK: O'Brien? Perlee?
10 MR. PERLEE: Here.
11 THE CLERK: Peter?
12 MR. PETER: Here.
13 THE CLERK: Plotsky?
14 MS. PLOTSKY: Here.
15 THE CLERK: Reidy? Reinhardt?
16 Ricard?
17 MR. RICHARD: Present.
18 THE CLERK: Simpson?
19 MR. SIMPSON: Here.
20 THE CLERK: Smith? Touchette?
21 MR. TOUCHETTE: Here.
22 THE CLERK: Tunny?
23 MR. TUNNY: Here.
24 THE CLERK: Ward? Whalen?
25 Willingham?

1 August 24, 2021 - Public Hearing

2 TEMPORARY CHAIR: Here.

3 THE CLERK: I have twenty-one present.

4 Now I will open on the issues to the -- to the
5 appointment of a temporary chair person.

6 MR. PETER: Madam Clerk, I'd like to
7 nominate Wanda Willingham to be temporary chair to
8 this meeting?

9 THE CLERK: Second?

10 UNIDENTIFIED SPEAKER: Second.

11 THE CLERK: I have a motion for Ms.
12 Willingham and a second, are there any other
13 nominations? The nominations are closed. All in
14 favor of Ms. Willingham to serve as temporary
15 chairperson?

16 ALL: Aye.

17 THE CLERK: Those opposed? Ms.
18 Willingham may assume the role of temporary
19 chairperson.

20 TEMPORARY CHAIR: Good evening
21 everyone. Welcome to the August 24, 2021 meeting of
22 the Albany County Legislature. I'm Wanda Willingham
23 and I'll be serving as your temporary chairperson.

24 The governing law and our rules direct
25 that we hold a public hearing prior to the passage of

1 August 24, 2021 - Public Hearing

2 local laws and other resolutions. Our rules prohibit
3 members of the public from questioning legislators
4 and prohibits us from questioning you.

5 The county policy with regards to
6 masks in county buildings is that all individuals are
7 required to wear a mask at all times when in a public
8 setting like this. As you know, our chamber is not
9 the largest space, so we have placed the public in
10 the back room where the meeting is being live-
11 streamed and the door is open so they may observe the
12 chamber.

13 Speakers are called in the order that
14 their names appear on the sign-up sheet and speakers
15 are permitted five minutes to express their views.
16 Speakers are also asked to come to the front podium
17 via the hallway and return to the back via the
18 hallway.

19 Clerk, please read Resolution Two
20 Sixty-Six.

21 THE CLERK: Public Hearing Regarding
22 Multiple Community Development Block Grant
23 Applications.

24 Resolve. By the County Legislature of
25 the County of Albany, that a public hearing on the

1 August 24, 2021 - Public Hearing
2 proposed community development block grant funding
3 applications will be held by the County Legislature
4 in the William J. Conboy, II Legislative Chambers,
5 Albany County Courthouse, Albany, New York at seven
6 fifteen p.m. on Tuesday, August 24, 2021 and the
7 Clerk of the County Legislature is directed to cause
8 notice of such hearing to be published containing the
9 necessary information in accordance with the
10 applicable provisions of law. Applications of
11 publication are on file in the Clerk's Office.

12 TEMPORARY CHAIR: Thank you. Clerk,
13 please identify the first speaker.

14 THE CLERK: Pat Alderland (phonetic) -
15 - Alderson.

16 UNIDENTIFIED SPEAKER: Say where he's
17 from.

18 THE CLERK: He's from the County
19 Exec's Office.

20 MR. ALDERSON: Hey, good evening
21 everybody. So tonight I want to just talk to you a
22 little bit about one of the C.D.B.G. Care's Project
23 Applications that is being submitted. This first
24 project application that we're going to be talking
25 about is specifically for mental health support

1 August 24, 2021 - Public Hearing

2 services.

3 So there's a project application under
4 development, it's a four-prong strategy to bolster
5 the mental health system supports in underserved
6 communities within the county. The need for mental
7 health supports has only been exacerbated by the
8 Pandemic, as we see ongoing and necessary public
9 health measures expose many people to experiencing
10 situations linked to poor mental health outcomes such
11 as isolation and job loss. These Pandemic-related
12 stressors are occurring against a backdrop of high
13 rates of mental illness and substance use that
14 existed prior to the current crisis.

15 So this application seeks to kind of
16 address the -- the existing need that exists within
17 the community and -- and work to kind of stem some of
18 the -- the challenges we see in the future. So the
19 first phase of this proposal would be by sub -- would
20 be a proposal to subcontract with Catholic Charities
21 Care for Nation Services to expand to Albany Law
22 Enforcement assisted diversion or let everyone
23 advance with dignity client engagement capacity. So
24 this would be done through the addition of a new case
25 manager to help with case load reduction and also

1 August 24, 2021 - Public Hearing

2 some -- some of the money would be set aside and used
3 for salary improvements for existing case managers to
4 help with retention in a field where there's very
5 high turnover.

6 It is essential that the number of
7 lead case managers increase so that current
8 participants can get the dedicated time and focus
9 they need to improve their mental and physical health
10 and meet the goals that they have set for themselves.
11 This portion of the plan would cost nearly ninety-
12 seven thousand dollars.

13 The second portion of this application
14 would be to improve the outcomes and cross systems
15 management of the Albany County Mental Health Patient
16 Services Coordinating Committee. This is a multi-
17 sector cross systems planning group that assists
18 individuals who have high needs or are high utilizers
19 of emergency medical services and this would be done
20 through adding a dedicated social worker as well as a
21 peer advocate to work directly with these -- these
22 individuals. That program's costs would be a hundred
23 and forty-eight thousand dollars.

24 The third portion of this application
25 would be to expand the mental health and substance

1 August 24, 2021 - Public Hearing

2 abuse disorder treatment provision within the ...
3 towns. This is -- there is a project that was under
4 way, however it -- it faltered and there wasn't an
5 ability to fund an expansion of counseling services
6 in -- in the hill towns as had -- was originally
7 consensualized. So this portion of the plan would
8 use existing Albany County Department of Mental
9 Health resources as well as a trusted medical
10 provider in the hill towns to set up a -- a patient
11 referral system and -- and telehealth opportunities
12 for folks in the hill towns. The cost of that phase
13 of this application would be twenty thousand dollars.

14 And finally, there is a hundred and
15 twenty-five thousand dollars in this application to
16 expand jurisdictions served by the alternative mental
17 health-related Crisis Response Team in the county --
18 the pilot (phonetic spelling) better known as a
19 court. I'm taking questions at this time, if there
20 are any. Thank you for your time.

21 THE CLERK: William Secola (phonetic)
22 -- Sikula, from Lamphony (phonetic spelling)?

23 MR. SIKULA: Hi everyone. I'm the
24 School and the Planning and Park Rec's coordinator
25 with the Albany County ... and I'll be speaking on

1 August 24, 2021 - Public Hearing
2 that for another C.D.B.G. project that is a
3 partnership between Albany County and the Albany
4 County Lambig (phonetic spelling). The Albany County
5 Lambig is a 501(c)(3) and will be working to
6 rehabilitate three, two-unit residential buildings
7 into affordable homeownership opportunities for
8 members of underserved and ... populations that have
9 been disproportionately impacted by COVID-19.

10 Under this proposal, the Albany County
11 and the Lambig is some ... recipient would utilize
12 approximately a million dollars in C.D.B.G. funds to
13 fully rehab three vacant structures at 45, 48 and
14 52nd Avenues, which are owned by the Albany County
15 Lambig. We thought we would see a little bit of
16 savings when we initially did the budget, but we
17 actually expected it to be right around a million
18 dollars and then nine eighty ...

19 So the Albany County Lambig, just as a
20 background, is -- is currently in the process of
21 applying to rehab up to thirty buildings under the
22 New York State H.C.R.'s Legacy City's Program,
23 including 34 Second Avenue and 40 Second Avenue ...
24 state block. Under that program other homes on the
25 corridor will be transformed into affordable

1 August 24, 2021 - Public Hearing
2 homeownership opportunities for members of
3 underserved people in the populations.

4 The Albany County Lambig is also
5 working in partnership with a developer to transform
6 over sixty vacant properties in the surrounding
7 neighborhood in the South End into quality,
8 affordable rentals as well as there are homeownership
9 opportunities in that project as well.

10 Second Avenue is in Albany South End,
11 which is a little ... predominantly black
12 neighborhood. And Second Avenue itself has a
13 strategic corridor within the larger neighborhood
14 revitalization efforts. And an increased supply of
15 affordable health -- housing will help stabilize the
16 corridor and create new homes for families and
17 individuals experiencing housing challenges as a
18 result of COVID-19.

19 The Lambig house I control, the three
20 buildings, contemplated in this project, so we can
21 begin almost immediately, we expect construction to
22 be about a year. Thank you.

23 THE CLERK: There are no more
24 speakers.

25 TEMPORARY CHAIR: Thank you, Mr.

1 August 24, 2021 - Public Hearing

2 Alderson and Mr. Sikula. That is all our speakers
3 for tonight, is there anyone else in the meeting who
4 would like to make a public comment? Hearing none,
5 the public hearing is now closed. Can I have a
6 motion to dismiss?

7 MR. PETER: Motion ...

8 TEMPORARY CHAIR: Second?

9 UNIDENTIFIED SPEAKER: Seconded.

10 TEMPORARY CHAIR: Motion is seconded.

11 Thank you.

12 (Off the record 7:33 p.m.)

13 (The proceeding concluded.)

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1 August 24, 2021 - Public Hearing

2 STATE OF NEW YORK

3 I, JANET WALLRAVIN, do hereby certify that the foregoing
4 was reported by me, in the cause, at the time and place,
5 as stated in the caption hereto, at Page 1 hereof; that
6 the foregoing typewritten transcription consisting of
7 pages 1 through 13, is a true record of all proceedings
8 had at the hearing.

9 IN WITNESS WHEREOF, I have hereunto
10 subscribed my name, this the 1st day of September, 2021.

11 *Janet Wallravin*
12

13 JANET WALLRAVIN, Reporter
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RESOLUTION NO. 266

**PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATIONS**

Introduced: 8/9/21

By Audit and Finance Committee:

WHEREAS, The County Executive has proposed two applications for funding under the Community Development Block Grant Program (CDBG) regarding programs for Albany County, and

WHEREAS, A public hearing must be held before the Albany County Legislature on these proposals prior to the submission of the applications for CDBG funding, now, therefore, be it

RESOLVED, By the County Legislature of the County of Albany that a public hearing on the proposed Community Development Block Grant funding applications will 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, August 24, 2021, 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.



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

November 16, 2021

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

Dear Chairman Joyce:

The County Executive's Office seeks approval from the Legislature to subcontract/subaward with the Albany County Land Bank (ACLB) for the implementation of the City of Albany's South End housing remediation project that was proposed under the Community Development Block Grant – CARES application and awarded to Albany County by the NYS' Housing Trust Fund Corporation via the NYS Office of Community Renewal. The subcontract is for an amount not to exceed \$1,000,000 for a 12 month period between 11/10/2021 and 11/9/2021. Under the subcontract, ACLB will manage the program and procure the required services to complete the rehabilitation of 45, 48, and 50 Second Avenue. ACLB will also oversee construction and program delivery using qualified general contractors and other competent professionals, and MWBE's that have experience working in Albany's majority Black neighborhoods. After the project is complete, the Land Bank will accept applications for the purchase of these properties in line with the Land Bank's disposition policy.

Sincerely,

Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-2942, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract with Albany County Land Bank for Implementation of Community Development Block Grant Project

Date: 11/16/2021
Submitted By: Lucas Rogers
Department: County Executive
Title: Senior Policy Analyst
Phone: 518-447-7040
Department Rep.
Attending Meeting: Lucas Rogers/Patrick Alderson/Adam Zarenko

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) Subaward/subcontract grant

Contract Terms/Conditions:

Party (Name/address):

Albany County Land Bank
69 State St
Albany, NY 12207

Additional Parties (Names/addresses):

Housing Trust Fund Corporation (HTFC);
Office of Community Renewal
38-40 State Street, Hampton Plaza, 4th Floor
Albany, New York, 12207

Amount/Raise Schedule/Fee: \$1,000,000

Scope of Services: Subcontract with the Albany County Land Bank to rehabilitate (3) two unit residential buildings into affordable homeownership opportunities for members of underserved and vulnerable populations that have been disproportionately impacted by COVID19. To comply with CDBG National Objectives, all three of these properties will be sold to low to moderate-income first-time homebuyers who are at or below 80% Area Median Income.

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: Included in 2022 Budget Revisions
Revenue Amount: \$1,000,000

Appropriation Account and Line: Included in 2022 Budget Revisions
Appropriation Amount: \$1,000,000

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) 11/10/2021-11/9/2022
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: 2021 - 266 (Apply and Public Hearing); Resolution for Grant Acceptance (pending)
Date of Adoption: 8/9/2021; TBD

Justification: (state briefly why legislative action is requested)

The County Executive's Office seeks approval from the Legislature to subcontract/subaward with the Albany County Land Bank (ACLB) for the implementation of the City of Albany's South End housing remediation project that was proposed under the Community Development Block Grant - CARES application and awarded to Albany County by the NYS' Housing Trust Fund Corporation via the NYS Office of Community Renewal. The subcontract is for an amount not to exceed \$1,000,000 for a 12 month period between 11/10/2021 and 11/9/2021. Under the subcontract, ACLB will manage the program and procure the required services to complete the rehabilitation of 45, 48, and 50 Second Avenue. ACLB will also oversee construction and program delivery using qualified general contractors and other competent professionals, and MWBE's that have experience working in Albany's majority Black neighborhoods. After the project is complete, the Land Bank will accept applications for the purchase of these properties in line with the Land Bank's disposition policy.



Homes and Community Renewal

KATHY HOCHUL
Governor

RUTHANNE VISNAUSKAS
Commissioner/CEO

November 10, 2021

Honorable Daniel McCoy
County Executive
Albany County
112 State Street, Room 900
Albany, New York 12207

Re: CDBG CARES Program Award
City of Albany COVID-19 South End Homeownership Project
NYS CDBG Project # 8CVHR33-21

On behalf of the Housing Trust Fund Corporation (HTFC) and the Office of Community Renewal (OCR), it is my pleasure to inform you that the application submitted for New York State Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES) funds has been selected for a \$1,389,890 award.

OCR has made CDBG CARES funding available on a rolling basis for a variety of activities that prepare for, prevent and respond to the COVID-19 pandemic. The projects selected for award will assist in the recovery of New York State communities by improving the resiliency of businesses and safety of homes and public facilities serving its residents.

A grant agreement will be transmitted separately for this award. Please be advised that no work can be performed, nor any cost committed or incurred prior to the execution of a grant agreement with HTFC and approval of all required environmental review record materials. HTFC reserves the right to rescind an award and deobligate funds for projects unable to satisfy all requirements.

OCR program staff will contact you to outline the procedures necessary to advance this project. Should you have any questions in the interim, please contact the Office of Community Renewal at 518-474-2057 or OCRinfo@nyshcr.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "RuthAnne Visnauskas".

RuthAnne Visnauskas
Commissioner/CEO
NYS Homes and Community Renewal

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES)**

Project No. 8CVHR33-21

AGREEMENT, made effective as of the 10th day of November 2021, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Albany County ("Recipient"), a unit of general local government with offices at 112 State Street, Room 900 , Albany, New York 12207

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government located in the State of New York ("State"); and

WHEREAS, The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136), signed into law on March 27, 2020, made available supplemental Community Development Block Grant (CDBG-CV) funding to prevent, prepare for and respond to the effects of the coronavirus pandemic; and

WHEREAS, The Corporation has made CDBG-CV funding available to help communities throughout the State to safely reopen and restart their local economies in the wake of the coronavirus pandemic; and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project"), as described in the Recipient's CDBG-CV Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in an amount not to exceed \$1,389,890 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. Contents of Agreement. The following documents are incorporated by reference into this Agreement as if fully set out herein: **a)** the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; **b)** the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); **c)** applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; **d) Schedule A**, "Special Conditions", and **Schedule B**, "Awarded Budget and Projected Accomplishments", attached hereto.

2. Recipient Performance. **a)** The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: **(i)** the Recipient's application, as amended by the Special Conditions attached as Schedule A; **(ii)** this Agreement; and **(iii)** all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. **b)** The period of performance for all activities (with the exception of

those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **November 9, 2022**.

3. Grant Funds. **a)** The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act and the CARES Act. **b)** The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. **c)** The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: **(i)** to conform to any revision to which the parties may agree with respect to the Recipient's Application; or **(ii)** if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.

4. Disbursement of Grant Funds. **a)** The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: **(i)** challenge the validity of such payment; **(ii)** enforce all rights and remedies set forth in this Agreement; or **(iii)** take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. **b)** The Recipient shall certify with each request for Grant Funds that: **(i)** all statements and representations previously made regarding this Agreement are correct and complete and **(ii)** the funds do not duplicate reimbursement of costs and services from any other source. **c)** The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).

5. Use of Grant Funds to Make Loans. If the Recipient utilizes Grant Funds to make loans and this Agreement are terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance, any wrongdoing on the part of Recipient, sub-recipient or "borrower, or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. Award Increases and Extensions. The Corporation may, at its sole discretion, provide need-based awards to commit additional CDBG funds specifically for the continuance of the CDBG

eligible activities. The Corporation may, at its sole discretion, also provide multi-year grant agreements based on the Corporation's available CDBG funds. Additional funds and amendments are subject to board approval.

7. Subcontracts. The Recipient shall: **a)** require any participating Subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; **b)** adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; **c)** require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; **d)** remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.

8. Program Income. Program Income is defined as the gross income, which includes principal and interest, of the Recipient or its Subrecipients that was generated from the use of CDBG funds when such total exceeds \$35,000 as provided in 24 CFR 570.489(e). When the income is generated by an activity that is only partially funded with CDBG funds, the income must be prorated to reflect the percentage of CDBG used.

The gross income from the CDBG funds must be accumulated in a separate local account. If during the State's fiscal year (April 1 - March 31), the gross income does not exceed \$35,000, the funds are considered miscellaneous revenue and may be retained by the Recipient and moved to its general account at the end of the State's fiscal year. However, prior to moving the funds to the general account, the Recipient must submit the account bank settlements to OCR, for the State's fiscal year, to demonstrate that the gross income did not exceed \$35,000. The OCR will provide written approval to transfer. However, if during the State's fiscal year, the gross income exceeds \$35,000, then all funds received, including the initial \$35,000, are considered Program Income and must be returned to HTFC at the end of the State's fiscal year with a Program Income Report. Nevertheless, no Program Income may be directly disbursed to activities by the Recipient or Subrecipients without HTFC written consent.

Gross income accrued after the grant has been closed out by the HTFC may still be Program Income if it exceeds \$35,000 during the State's fiscal year, in which case it must be returned to the HTFC.

Real property sold within five (5) years from the date of closeout by the HTFC, must be included in gross income for the purposes of determining Program Income. However, after five (5) years from the date of closeout by the HTFC, any proceeds from the sale of real property purchased or improved with CDBG funds are not considered Program Income and may be retained by the Recipient.

Notwithstanding any other provisions of this clause, all revolving loan fund income, both of principal and interest, is Program Income. Revolving loan fund income must be returned monthly upon receipt to the HTFC. Revolving loan fund income is not included in the total gross income calculation when determining program income.

9. Environmental Compliance. This project is subject to environmental review under the National Environmental Policy Act (NEPA) and State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release of Funds (RROF) or concurrence must be approved by the Corporation prior to incurring any project costs. Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds or concurrence and incurred prior to the release of funds will be eligible for reimbursement from Grant Funds. However, Recipients incurs such costs for exempt activities at their own risk. Any non-exempt

activities will not be eligible for reimbursement from Grant Funds and incur such at their own risk and expense. All Environmental Review requirements, can be found in Chapter 2 of the Corporation's CDBG Grant Administration Manual.

10. Insurance. During the Term, the Recipient shall take all adequate measures to safeguard against the risk of liability for injuries or death of employees of the Recipient, contractors and subcontractors, and of any other persons. The Recipient shall provide the Corporation with an insurance certificates for a) comprehensive general liability coverage in a minimum amount of one million dollars naming the Corporation and the State of New York as additional insureds, together with b) crime/fidelity coverage in an amount not less than the largest anticipated disbursement request for Program funds naming the Corporation as loss payee, and c) certificates for automobile insurance (if applicable), fire insurance, workers' compensation and disability benefits. All certificates shall be with a New York State licensed carrier of insurance. Within two (2) business days of having received any notice of non-renewal, cancellation, termination, or rescindment for any type of insurance required herein, the Recipient shall provide the Corporation with a copy of such notice, either by facsimile or email (in pdf format) to the signatory hereof, together with an explanation of any efforts taken to reinstate such coverage. The Recipient may not cancel, terminate or fail to renew any insurance policy required herein, unless and until the Recipient has received the Corporation's written consent thereto.

11. Records. The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government. All such records shall be maintained and available for inspection, copying and audit during the term and for seven years following the final disbursement of the Grant Funds.

12. Reports. The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement. Such reporting requirements can be found in Corporation's CDBG Grant Administration Manual and correspondence laws, regulations, and statutes.

13. Performance Review. The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.

14. Notice of Investigation or Default. The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: **a)** the commencement of any investigation or audit of its activities by any governmental agency; or **b)** the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project, or **c)** the allegation of ineligible activities, misuse of the Award, or failure to comply with the terms of the Recipient's approved application. Upon receipt of such notification, the Corporation may, in its discretion, withhold or suspend payment of some or all of the Award for a reasonable period of time while it conducts a review of the Project's activities and expenditures.

15. Default. **a)** If an Event of Default as defined below shall occur, all obligations on the part of the

Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment(s). **b)** The following shall constitute an Event of Default hereunder: **(i)** if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; **(ii)** if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; **(iii)** if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; **(iv)** if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; **(v)** if the Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date, or any wrongdoing on the part of Recipient, sub-recipient or "borrower. **c)** Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: **(i)** terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; **(ii)** commence a legal or equitable action to enforce performance of this Agreement; **(iii)** withhold or suspend payment of Grant Funds; **(iv)** exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. **d)** In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

16. Equal Opportunity Requirements and Procedures. Under Article 15A of the New York State Executive Law, all award recipients and their contractors are required to comply with the Equal Employment Opportunity provisions of Section 312 of that Article. Also, all contractors and awardees are required to make affirmative efforts to ensure that New York State Certified Minority and Women-Owned Business Enterprises are afforded opportunities for meaningful participation in projects through inclusion on the list of contractors funded by HTFC pursuant to Section 313 of the Article. Visit NYS Empire State Development's Division of Minority & Women Business Development website for a directory of certified Minority and Women-Owned Businesses: <http://www.esd.ny.gov/MWBE.html>

17. Indemnification. To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.

18. Non-Liability. Nothing contained in this Agreement or elsewhere shall impose any liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

19. Statute of Limitations. No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.

20. Service of Process. In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.

21. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.

22. Severability. Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.

23. Nonwaiver. The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.

24. Assignment. No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without the prior written approval of the Corporation.

25. Successors. This Agreement shall be binding upon the successors in office of the respective parties.

26. Assurance of Authority. The Recipient hereby assures and certifies that: **a)** The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and

authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. **b)** A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. **c)** There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which **(i)** questions the validity of this Agreement, or any action taken or to be taken under it, or **(ii)** is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. **d)** The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. **e)** Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, **(i)** the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and **(ii)** the execution and performance of this Agreement will not result in any such violation.

27. Photography Release. Recipient shall require any Third Party to execute a photography release, an example of which is available in the OCR website at <https://hcr.ny.gov/community-development-block-grant> or a release in substantially similar form thereof.

28. Expenditure of Funds. Recipient shall complete the Environmental Review Record, obtain approval for a Request for Release of Funds and submit the first request for funds to the OCR within 270 days of the date of the grant award.

29. Project Completion. Recipient shall submit the Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within thirty (30) days of the termination date of this agreement, whichever occurs first.

30. Entire Agreement. This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____
Name: Crystal Loffler
Title: President
Office of Community Renewal

County of Albany

By: _____
Name: Daniel McCoy
Title: County Executive

STATE OF NEW YORK)

COUNTY OF _____) ss.:

On the _____ day of _____, in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity (ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
SPECIAL CONDITIONS

As a condition necessary to execute the NYS CDBG grant agreement, Albany County must:

N/A

Schedule B

2020 Awarded Budget & Projected Accomplishments

Project Number: 8CVHR33-21

Community	C/T/V	County	Type	Awarded Amount
Albany	County	Albany	CV Housing Rehabilitation	\$1,389,890

Award Budget:

Funding Source	Amount
CDBG-CV	\$1,389,890.00
Projected Total Funding:	\$1,389,890.00

Activity Budget Detail:

Activity(ies)	Projected Use	Amount
Albany County Grant Administration		
	Grant Administration	\$40,953.00
Albany County Housing Remediation		
	Program Delivery	\$959,047.00
Albany County Mental Health Services		
	Program Delivery	\$389,890.00
		\$1,389,890.00

Projected Accomplishments:

8CVHR3321-01	Albany County Housing Remediation	
	Persons	
	Owner	6
	LMI Owner	6
	Units	
	Owner	6
	LMI Owner	6
8CVPS3321-02	Albany County Mental Health Services	
	Public Facilities	
	% of LMI in Project Area	62
	LMI Persons in Project Area	54875

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - North Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSEDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

RESOLUTION NO. 266

**PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATIONS**

Introduced: 8/9/21

By Audit and Finance Committee:

WHEREAS, The County Executive has proposed two applications for funding under the Community Development Block Grant Program (CDBG) regarding programs for Albany County, and

WHEREAS, A public hearing must be held before the Albany County Legislature on these proposals prior to the submission of the applications for CDBG funding, now, therefore, be it

RESOLVED, By the County Legislature of the County of Albany that a public hearing on the proposed Community Development Block Grant funding applications will 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, August 24, 2021, 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.

Community Development Block Grant (CDBG)
Coronavirus Aid, Relief, and Economic Security Act



Albany County

Project 1: City of Albany South End Homeownership Project

October 15, 2021

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II. APPLICATION FORMS

A. PROJECT CONTACT INFORMATION

1. Applicant Information

Organization Name	
Type	
Mailing Address	
City	
State	
Zip + 4	
Phone	
Fax	
Primary Email	
Website	
EIN	
DUNS	
Fiscal Year End	

2. Chief Elected Official - CEO (If term is ending, please provide new contact information)

First Name	
Last Name	
Title	
Term Effective Date	
Term End Date	
New CEO Name	
Title	
Term Effective Date	
Term End Date	
City	

State	
Zip + 4	
Phone	
Fax	
Email	

3. Primary Local Grant Contact (Must be a municipal employee other than CEO)

Name	
Title	
Address	
City	
State	
Zip + 4	
Phone	
Fax	
Email	

4. Applicant Political District Information

Congressional District(s)				
Assembly District(s)				
Senate District(s)				

5. Program/Project Information

Name of Project	
Location	
Location Type	
Address Specific	
Community-Wide	
Census Tract/Block Group	

B. PROJECT PROPOSAL

1. Description of Need

- Provide a brief description of need for the project, including any quantifiable information (for example, the number of people affected, area affected, etc.)
 - The description, to the extent possible, should be based on verifiable documentation attached to the application, such as supports letters, architectural/engineering reports, or market analysis
- Provide an explanation of how the proposed project will address the identified need.
- Describe why CDBG-CV is necessary to complete the project; include a description of efforts taken to secure alternative or additional funds from other public and private sources.
- Identify if other sources are available for the needs identified. Explain why these sources cannot meet the needs addressed by this proposal.

2. Connection to Coronavirus

- Describe, specifically, how the project will prevent, prepare for, and/or respond to Coronavirus
 - To qualify for assistance, a direct connection to preventing, preparing for and/or responding to Coronavirus must be demonstrated for each activity that will be undertaken as part of this project.

3. CDBG National Objective

- Provide a description of how the proposed activities will meet a CDBG National Objective. All CDBG-funded activities must meet one National Objectives:
 - Benefit to Low and Moderate-Income (LMI) Persons. Specify which subcategory you will meet
 - LMA (Low/mod area)
 - LMH (L/ow/mod housing)
 - LMC (Low/mod clientele)
 - LMJ (Low/mod jobs)
 - LMCMC (Low/mod owner microenterprise)
 - Meet an Urgent Community Development Need (URG)
- Each activity proposed must satisfy the requirements of the National Objective selected and evidence of compliance must be submitted with the application as an attachment. Note that New York State expects to primarily award projects that meet the LMI National Objective.
 - If satisfactory evidence of compliance with a National Objective is not provided, the proposed activity will be considered ineligible and will not be considered for funding. For more information, please see the appendix to the application

4. Impact

- Describe the specific measurable impacts to be realized through this project, i.e. numbers of jobs, housing units, people assisted.
- Provide a financial analysis of project feasibility with and without CDBG-CV funds.
- Describe the impact if CDBG-CV funds were not awarded, i.e. effect on community, business, quality of life, etc.

Tab to next page to Continue Impact information

5. Capacity

- Provide a project timeline and describe how the proposed project will be completed within 12 months of award.
 - Describe the administrative structure, e.g. consultant, subrecipients, that will be used to deliver the expected outcomes, including all roles and responsibilities.
 - Briefly describe relevant experience that supports preparedness to deliver the proposed project.
- If applicable - Describe the procurement process that will be used to acquire professional services to complete the project.
- Describe formal partnerships and collaborative efforts in place that will support successful delivery of the proposed project. For example, efforts to avoid duplication of services, leverage other available resources, reach underserved areas and ensure broad geographic distribution of services.
- **If Entitlement community** – Describe how the community is deploying CARES funding that has been directly received. Explain how the proposed project (using NYS CDBG-CV) complements on-going efforts to administer other CARES funding.

* Tab to next page to continue Capacity information*

6. Budget Narrative

- Explain how the attached budget is sufficient to complete the project.
- Explain how costs were determined and describe the method used to determine the best approach and cost-effective method to address the need.
- List the sources and dates of third-party cost estimates.
- Describe any administrative, program delivery, or other soft costs and how the budget for those costs was developed.
- Describe status of other funds, e.g., formally committed, pending approval. If the funds are not formally committed provide timelines for securing commitments.

Tab to next page to continue Budget Narrative

C. ACTIVITY DETAIL SHEETS

Complete only those sections that apply

1. Community/Public Facilities	
<i>How many people will benefit from this activity?</i>	
Source of Data:	If "Other" provide details below: Other provide details below
Median Income	# of People
At or Below 80%	
81% and Above	
No Income – Vacant/Seasonal Units	
Totals	

*Census- if using census data, service area of facility must perfectly match block group or census tract data

2. Affordable Housing		
<i>How Many Housing Units will be Assisted?</i>		
Owner Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%		
81% or above		
Totals		
Rental Occupied Units	# of Units	# of Households
Median Income		
At or Below 80%		
81% or above		
Totals		
No Income – Vacant Unit		
Number of 4+ Unit Buildings to Be Assisted		
Address for Each 4+ Units Building to be Assisted		

3. Public Services (Vaccine Outreach, Mental Health Services, Broadband)		
<i>How Many Persons Will be Assisted?</i>		
Median Income	# of Units	# of People
At or Below 80%		

4. Business Assistance	
Proposed Cost per job	
Describe procedure for determining COVID-19 impact on businesses and how economic hardship will be determined and documented. Explain how award amounts and cost per job will be determined for businesses selected for participation.	
Proposed Accomplishments	Proposed Number:
<i>How Many Jobs will be created/retained?</i>	
Created	
New full-time jobs to be created	
New full-time LMI* jobs to be created	
New part-time jobs to be created	
New part-time LMI jobs to be created	
Average # of hours worked per week per part-time job created	
Retained **	
Full-time jobs to be retained	
Full-time LMI jobs to be retained	
Part-time jobs to be retained	
Part-time LMI jobs to be retained	
Average # of hours worked per week per part-time job retained	
Microenterprise (5 or fewer employees)	
Proposed Accomplishments	Proposed Number:
Total number of Microenterprises	
Of the total, enter the # of businesses entrepreneurs who qualify as Low/Moderate Income	

* LOW/MODERATE INCOME (LMI) – LMI jobs are those jobs that are held by or made available to low/moderate income people. Jobs are considered “made available to” if the job does not require any special certifications or training, education beyond high-school or equivalent, and beyond 1 year of experience.

**Provide evidence which clearly demonstrates that jobs will be lost if not for NYS CDBG assistance. For guidance, refer to the Request for Applications (RFA).

Will any jobs created in New York State be transferred or relocated from other business locations?

☐ Yes ☐ No

D. BUDGET TABLE - FUNDING SOURCES								
APPLICANT NAME:								
NAME OF FUNDING SOURCE		FUNDING						
		AMOUNT	SOURCE	TYPE	INTEREST RATE	TERM	STATUS	DATE AVAILABLE OR DECISION DATE
1								
2								
3								
4								
5								
6								

E. BUDGET TABLE – USE OF FUNDS

APPLICANT NAME:									
LIST OF ACTIVITIES (List all proposed activities and list, as a separate activity, the Program Delivery associated with each proposed activity.)									
		CDBG \$ Requested	OTHER FUNDING SOURCES (From Budget Table D)					TOTAL FUNDING	
			Source # ____	Source # ____	Source # ____	Source # ____	Source # ____	OTHER SOURCES	ALL SOURCES
1									
1A	Program Delivery								
2									
2A	Program Delivery								
3									
3A	Program Delivery								
4									
4A	Program Delivery								
5									
5A	Program Delivery								
6	Total Amount for Engineering								
7	Grant Administration								
8	Total Amount for Program Delivery (Total of 1A -5A)								
9	Total Amount of Funding								
10	Calculate and enter % of Total Project Cost	%	%	%	%	%	%	%	100%

F. CERTIFICATIONS

CERTIFICATION REQUIRED BY TITLE I OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED, WITH RESPECT TO THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In accordance with the Title I of the Housing and Community Development Act of 1974, as amended, the Applicant hereby certifies that:

- a. It possesses legal authority to make a grant submission and to execute a community development and housing program;
- b. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Applicant to submit the subject application and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Applicant to act in connection with the submission of the application and to provide such additional information as may be required;
- c. Prior to submission of its application to the Office of Community Renewal (OCR), the Applicant has met the citizen participation requirements at 24 CFR 570.486 and New York State's Citizen Participation Plan as amended;
- d. The grant will be conducted and administered in compliance with:

Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 USC 2000d et seq.); and
The Fair Housing Act (Public Law 90-284, 42 USC 3601-20);
- e. It will affirmatively further fair housing;
- f. It has developed its application so as to give maximum feasible priority to activities that will benefit LMI families or aid in the prevention or elimination of slums or blight. The application may also include activities which the applicant certifies are designed to meet other community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available to meet such needs. The grant shall principally benefit persons of LMI in a manner that ensures that not less than 70% of such funds are used for activities that benefit such persons;
- g. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of LMI, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1) Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2) For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- h. Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with the applicable laws and regulations found at 24 CFR 570.608;

- i. It will minimize the displacement of persons as a result of activities assisted with CDBG funds;
- j. It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR 570.606 (c) governing the residential anti-displacement and relocation assistance plan under section 104 (d) of the Act (including a certification that the Applicant is following such a plan); and the relocation requirements of 24 CFR 570.606 (d) governing optional relocation assistance under section 105 (a)(11) of the Act;
- k. It has adopted and is enforcing:
 - 1) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and
 - 2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction;
- l. To the best of its knowledge and belief:
 - 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 of 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, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - 3) It will require that the language of this anti-lobbying certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - 4) 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 such failure.
- m. It will continue to provide a drug-free workplace by:
 - 1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2) Establishing an ongoing drug-free awareness program to inform employees about:

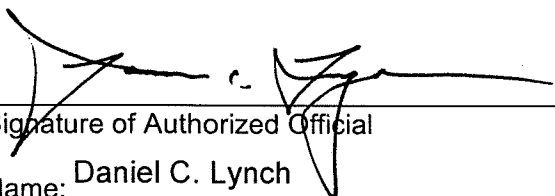
- i. The dangers of drug abuse in the workplace;
 - ii. The Applicant's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) 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 (1);
- 4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- 5) Notifying the OCR in writing, within ten calendar days after receiving notice under subparagraph (4) (ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (4) (ii), with respect to any employee who is so convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by a Federal, State, or local health, law enforcement, or other appropriate agency
- 7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5) and (6).
- 8) The Applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

45, 48, and 50 Second Avenue, Albany, NY 12202

- 9) Workplaces under grants, for Applicants other than individuals, need not be identified on the certification. If known, they may be identified on the certification. If the Applicant does not identify the workplaces at the time of the application, or upon award, if there is no application, the Applicant must keep the identity of the workplace(s) on file its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the Applicant's drug-free workplace requirements.

- 10) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g. all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
- 11) If the workplace identified to OCR changes during the performance of the grant, the Applicant shall inform OCR of the change(s), if it previously identified the workplaces.
- 12) This certification is a material representation of fact upon which reliance is placed when OCR awards the grant. If it is later determined that the Applicant knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, OCR may take action authorized under said Act.
- n. It will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and the implementing regulations in 24 CFR part 135. Section 3 requires that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons;
- o. It will comply with the other provisions of the Act and with other applicable laws;
- p. It is in compliance with a HUD-approved Consolidated Plan;
- q. It is in compliance with grant spending threshold requirements as outlined in the Application; and
- r. It will comply with all applicable federal/State/local affirmative action requirements.
- s. To the best of its knowledge and belief all data provided in this application is true and correct.



 Signature of Authorized Official

Name: Daniel C. Lynch

Title Deputy County Executive

10/12/2021

 Date

45 Second Ave Albany, NY 12202	
2 Unit Apartment Estimate	
Description	
Permits	505
Architectural	20000
Asbestos	40000
Landscaping	5000
Foundation	1200
Roofing	7575
Doors & Hardware	8822
Windows	9640
Porch/Deck	7512
Siding	9993
Demo	10650
Framing & Sheathing	3637
Plumbing	13356
Electrical	14140
HVAC	14473
Water & Sewer	8000
Radon	5000
Insulation	4261
Drywall	8585
Painting	9694
Flooring	12663
Ceramic Tile	
Cabinetry & Countertops	12126
Trim	7529
Acoustical ceilings	
Appliances	4058
Specialties	4359
Cleanup	838
Total	243616
Developer Fee 5%	12180.80
Contingency 10%	24361.6
Total	280158.40

0.05

0.1

48 Second Ave Albany, NY 12202	
2 Unit Apartment Estimate	
Description	
Permits	505
Architectural	20000
Asbestos	40000
Landscaping	5000
Foundation	1515
Roofing	4545
Doors & Hardware	8923
Windows	8890
Porch/Deck	7512
Siding	8512
Demo	7324
Framing & Sheathing	5657
Plumbing	13356
Electrical	12625
HVAC	14473
Water & Sewer	8000
Radon	5000
Insulation	4261
Drywall	8585
Painting	9694
Flooring	12663
Ceramic Tile	
Cabinetry & Countertops	12126
Trim	7529
Acoustical ceilings	
Appliances	4058
Specialties	4359
Cleanup	838
Total	235950
Developer Fee 5%	11797.50
Contingency 10%	23595
Total	271342.50

0.05
0.1

50 Second Ave Albany, NY 12202	
2 Unit Apartment Estimate	
Description	
Permits	705
Architectural	20000
Asbestos	40000
Landscaping	5000
Foundation	3215
Roofing	5250
Doors & Hardware	12150
Windows	12422
Porch/Deck	3277
Siding	1309
Demo	7374
Framing & Sheathing	12498
Plumbing	13610
Electrical	18634
HVAC	15506
Water & Sewer	8000
Radon	5000
Insulation	5010
Drywall	15225
Painting	13484
Flooring	18404
Ceramic Tile	
Cabinetry & Countertops	12867
Trim	7985
Acoustical ceilings	
Appliances	4493
Specialties	1506
Cleanup	1523
Total	264447
Developer Fee 5%	13222.35
Contingency 10%	26444.7
Total	304114.05

0.05
0.1

DUPLICATION OF BENEFITS WORKSHEET

Applicant Name:
Project Name:

1. Identify Applicants Total Need	
2. Identify Total Assistance Available	
National Flood Insurance Program (NFIP)	
Private Insurance (applicant must submit a claim if covered)	
SBA Grants/Loans (includes PPP and EIDL)	
Other Federal, State or Local Government Assistance	
Other private assistance including charitable contributions	
Subtotal	
3. Identify the Amount of Total Assistance to Exclude as Non-duplicative.	
Explanation of non-duplicative funds:	
\$15,000 was private insurance for inventory replacement. This grant covers operating costs only.	
4. Identify total DOB Amount (Item 2 minus Item 3)	
5. Calculate Maximum Award (Item 1 minus Item 4)	

Form Completed by:
Date Completed:

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing
and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☒ or an Update Report ☐

1. Applicant/Recipient Name, Address, and Phone (include area code): County of Albany, 112 State Street, Albany, NY 12207	2. Social Security Number or Employer ID Number: 14-6002563
3. HUD Program Name CDBG - CV	4. Amount of HUD Assistance Requested/Received 1000000
5. State the name and location (street address, City and State) of the project or activity: 48, 50, & 45 Second Avenue, Albany, NY 12202	

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3). ☒ Yes ☐ No	2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9 ☒ Yes ☐ No.
--	---

If you answered "No" to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form. **However,** you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds
N/A	N/A	N/A	N/A

(Note: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

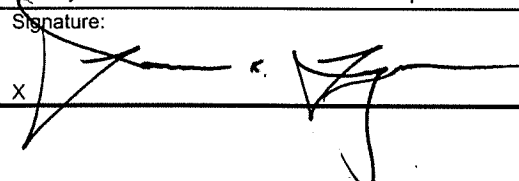
Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity (\$ and %)
Albany County Land Bank	47-1646099	Administering Directly	1,000,000 (100%)

(Note: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature: 	Date: (mm/dd/yyyy) 10/15/2021
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Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and update reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15. HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the management of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific housing project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:

- (1) You are applying for assistance from HUD for a specific project or activity and you have received, or expect to receive, assistance from HUD in excess of \$200,000 during the fiscal year;
- (2) You are updating a prior report as discussed below; or
- (3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance):

General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.

All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to **either** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD **and any other source** - that have been or are to be, made available for the project or activity. Non-government sources of

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need

not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.



Homes and Community Renewal

Section 3 Participation Plan

COUNTY OF ALBANY, NY
For Section 3 Covered Contracts

Background:

Section 3 of the Housing and Urban Development Act of 1968, as amended, ("Section 3") requires that economic opportunities generated by certain U.S. Department of Housing and Urban Development financial assistance for housing and community development programs be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and business concerns which provide economic opportunities to low- and very low income persons¹.

Pursuant to Section 3 of the Housing and Urban Development Act of 1968, as amended and 24 CFR Part 135, The Units of General Local Government (UGLG) adopts this Section 3 Participation Plan for Section 3 Covered Contracts. The policy will provide direction for implementing Section 3, when required.

Policy Statement:

The UGLG shall provide opportunities to low- and very low-income persons residing in the State of New York (as defined in § 135.5 of 24 CFR Part 135) and to businesses meeting the definition of "Section 3 Business Concern" (as defined by 24 CFR Part 135). Accordingly, the UGLG shall implement policies and procedures to ensure that Section 3, when required, is followed and develop programs and procedures necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or equipment. (See the definition of "Section 3 Covered Contracts" below.) There is nothing in this policy that should be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

¹ 124 CFR 135.1



Homes and Community Renewal

Definitions:

The UGLG incorporates into this policy the definitions contained in § 135.5 of 24 CFR Part 135.

Defined Terms of Policy:

Section 3 – Section 3 is a provision of the Housing and Urban Development Act of 1968, which recognizes that HUD funds are typically one of the largest sources of federal funding expended in communities through the form of grants, loans, entitlement allocations and other forms of financial assistance. Section 3 is intended to ensure that when employment or contracting opportunities are generated because a covered project or activity necessitates the employment of additional persons or the awarding of contracts for work, preference must be given to low- and very low-income persons or business concerns residing in the community where the project is located.

Section 3 Recipient – means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, PHA, IHA, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferees of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.

Section 3 Resident – A section 3 resident is:

- a public housing resident; or
- a low- or very low-income person residing in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended.

Section 3 Business Concern(s) – Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following:

- 51% or more owned by Section 3 residents; or
- At least 30% of its full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or



Homes and Community Renewal

- Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications in the above two paragraphs.

Section 3 Covered Assistance— Public and Indian housing development, operating or capital funds; or other housing assistance and community development assistance expended for housing rehabilitation, housing construction or other public construction projects, such as: CDBG, HOME, 202/811, Lead-Based Paint Abatement, etc.

The following definition for Section 3 Covered Assistance comes from 24 CFR 135.5: Public and Indian housing development assistance provided pursuant to section 5 of the 1937 Act;

- 1) Public and Indian housing operating assistance provided pursuant to section 9 of the 1937 Act;
- 2) Public and Indian housing modernization assistance provided pursuant to section 14 of the 1937 Act;
- 3) Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
 - i. Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
 - ii. Housing construction; or
 - iii. Other public construction project which includes other buildings or improvements, regardless of ownership.

Section 3 Covered Contract – means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 Covered Assistance, or for work arising in connection with a Section 3 Covered Project. “Section 3 Covered Contracts” do not include contracts awarded under HUD procurement program, which are governed by the Federal Acquisition Regulation System (see 48 CFR, Chapter 1). “Section 3 Covered Contracts” do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 Covered Contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 Covered Contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.

Section 3 Covered Project – A section 3 covered project involves the construction or rehabilitation of housing (including reduction of lead-based paint hazards), or other



Homes and Community Renewal

public construction such as street repair, sewage line repair or installation, updates to building facades, or other public construction, etc.

Section 3 Covered Community Planning and Development Funding – Community Development Block Grants (CDBG), Home Investment Partnership Assistance (HOME), Emergency Shelter Grants (ESG), Neighborhood Stabilization Programs (NSP), and certain grants awarded under HUD Notices of Funding Availability (NOFA). The requirements for Section 3 only apply to the portion(s) of covered funding that were used for project/activities involving housing construction, rehabilitation, demolition, or other public construction.

Section 3 Thresholds - The requirements of Section 3 are applicable to HUD's direct "recipients" –for Section 3 covered project(s) for which the amount of the assistance is more than **\$200,000**.²

Contractors and Subcontractors are also subject to Section 3's requirements when performing any type of activity on Section 3 covered activity for which the amount of the assistance is in excess of \$200,000 and the contract or subcontract exceeds **\$100,000**.³

If a recipient receives Section 3 covered housing construction or public infrastructure or community development assistance in excess of \$200,000, but no individual contract exceeds \$100,000, Section 3 requirements will only apply to the recipient.

Finally, it should be noted that there are no thresholds for Section 3 covered Public and Indian Housing assistance.⁴ That is, all activities related to Public and Indian Housing assistance are covered by Section 3 regardless of the amount.

Responsibilities:

1. The UGLG that receives community development or housing assistance covered by Section 3 has the responsibility to comply with Section 3 in its own operations. This responsibility includes:
 - Notifying Section 3 residents and businesses about job opportunities and contracts generated by Section 3 covered assistance so that residents may seek jobs and businesses may submit bids/proposals for available contracts;
 - Notifying potential contractors of the objectives of Section 3 and ways in which each contractor can assist the sub-recipient to meet its goal;

² See 24 CFR 135.3 (a) (3) (ii).

³ 24 CFR 135.3 at 135 (3) (ii) (B).

⁴ *Id.* at 135.3 (a) (3) (i).



Homes and Community Renewal

- Facilitating the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns; and
 - Documenting the action that the sub-recipient takes to comply with the Section 3 requirements, the results of the actions, and impediments, if any.
2. The UGLG has a responsibility to “ensure compliance” of their contractors and subcontractors. This means that a sub-recipient must:
- Notify contractors of their responsibilities under Section 3 including, but not limited to, incorporating the Section 3 Clause in contract documents.
 - Refrain from entering into contracts with contractors that are in violation of the regulations in 24 CFR Part 135.
 - Respond to complaints made to the recipient by Section 3 residents or
 - Business concerns that the sub-recipient, a contractor or subcontractor, is not in compliance with 24 CFR Part 135.
 - Cooperate with HUD in obtaining the compliance of contractors and subcontractors when allegations are made that the sub-recipient’s contractors and subcontractors are not in compliance with the regulation of 24 CFR Part 135.

Goals:

All contractors undertaking Section 3 covered projects and activities are expected to meet the Section 3 requirements. To demonstrate compliance with the "greatest extent feasible" requirement of Section 3, contractors must meet the goals set forth below for providing training, employment and contracting opportunities to Section 3 residents and Section 3 business concerns. To meet the goals, contractors must select Section 3 residents based on the following priorities pursuant to § 135.34, 24 CFR Part 135:

- First Priority - Residents of the development where the work is to be performed.
- Second Priority - Other residents of the neighborhood where the work is to be performed.
- Third Priority - Other residents of the neighborhood who are participants in HUD-Youthbuild or others federal, state, and local job programs being carried out in the city or county area.
- Fourth Priority - Other persons from the project metropolitan area who meet the definition of Section 3 resident contained in § 135.5 of 24 CFR Part 135.



Homes and Community Renewal

Employment:

All contractors will seek low- or very low-income persons residing in the property metropolitan area for 30% of all new hires. When applicable, the contractor must show evidence of seeking project residents for 15% of the new hires.

Eligibility for employment or contracting -nothing in this policy shall be construed to require the employment or contracting of a Section 3 resident or contractor who does not meet the qualifications of the position to be filled or who cannot perform the contract.

Preference for Section 3 Business Concerns:

Preference shall be awarded to Section 3 Business Concerns according to the following system:

1. Where the Section 3 Covered Contract is to be awarded based upon the lowest price, the contract shall be awarded to the qualified Section 3 Business Concern with the lowest responsive quotation, if it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation. If it is reasonable and no more than 10 percent higher than the quotation of the lowest responsive quotation from any qualified source. If no responsive quotation by a qualified Section 3 Business Concern is within 10 percent of the lowest responsive quotation from any qualified source, the award shall be made to the source with the lowest quotation.
2. Where the Section 3 Covered Contract is to be awarded based on factors other than price, a request for quotations shall be issued by developing the particulars of the solicitation, including a rating system for the assignment of points to evaluate the merits of each quotation. The solicitation shall identify all factors to be considered, including price or cost. The rating system shall provide for a range of 15 to 25 percent of the total number of available rating points to be set aside for the provision of preference for Section 3 Business Concerns. The purchase order shall be awarded to the responsible firm whose quotation is the most advantageous, considering price and all other factors specified in the rating system.

Competitive Bids: Procurement by Sealed Bids (Invitations for Bids)

Preference in the award of Section 3 Covered Contracts that are awarded under a sealed bid process may be provided as follows:



Homes and Community Renewal

1. Bids shall be solicited from all businesses (i.e. Section 3 Business Concerns and non- Section 3 Business Concerns). An award shall be made to the qualified Section 3 Business Concern with the highest priority ranking (as defined in 24 CFR Part 135) and with the lowest responsive bid if that bid:

A) is within the maximum total contract price established in The UGLG's budget for the specific project for which bids are being taken; and

B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is less than \$100,000 10% of that bid or \$9,000

When the lowest responsive bid is:

At least \$100,000, but less than \$200,000 9% of that bid or \$16,000

At least \$200,000, but less than \$300,000 8% of that bid or \$21,000

At least \$300,000, but less than \$400,000 7% of that bid or \$24,000

At least \$400,000, but less than \$500,000 6% of that bid or \$25,000

At least \$500,000, but less than \$1 million5% of that bid or \$40,000

At least \$1 million, but less than \$2 million.4% of that bid or \$60,000

At least \$2 million, but less than \$4 million.3% of that bid or \$80,000

At least \$4 million, but less than \$7 million.2% of that bid or \$105,000

\$7 million or more 1.5% of the lowest responsive bid, with no dollar limit.

2. If no responsive bid by a Section 3 Business Concern meets the requirements of paragraph 1 of this section, the contract shall be awarded to a responsible bidder with the lowest responsive bid.
3. In both paragraphs 1 and 2 above, a bidder, to be considered as responsible, must demonstrate compliance with the "greatest extent feasible" requirement of Section 3.

Compliance:

HUD holds HCR accountable for compliance with Section 3 requirements. In contracts entered into with HCR, recipients agree to comply with Section 3. When a housing partner is unable to meet Section 3 goals, HCR will place the burden of proving compliance with Section 3 on the recipient.



Homes and Community Renewal

The minimum numerical goal for employment 30 percent of the aggregate number of new hires shall be Section 3 residents annually—i.e., 1 out of 3 new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

The minimum goals for contracting are:

- Ten percent of the total dollar amount of all Section 3 covered contracts for building trades work for maintenance, repair, modernization or development of public or Indian housing or building trades work arising in connection with housing rehabilitation, housing construction and other public construction, shall be awarded to Section 3 businesses; and
- Three percent of the total dollar amount of all non-construction Section 3 covered contracts, shall be awarded to Section 3 businesses.

Safe harbor and compliance determinations: In the absence of evidence to the contrary (i.e., evidence that efforts to the “greatest extent feasible” were not expended), if the UGLG or contractor meets the minimum numerical goals shown above, the recipient or contractor is considered to have complied with Section 3 preference requirements.

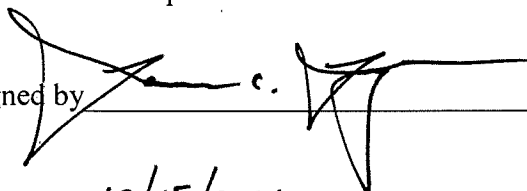
The UGLG will be expected to demonstrate why it was not feasible to meet the goals. At a minimum, if recipients of Section 3 Assistance are unable to meet their Section 3 training, hiring, and contracting goals, they should *sponsor or participate* in upward mobility programs, hire eligible residents in trainee positions with regard to training and employment, or form Section 3 joint ventures with various local employment agencies.

Data Collection and Reporting:

The UGLG will collect and submit required Section 3 data and complete Section 3 reporting requirements.

Certification:

I certify that to the best of my knowledge and belief all of the information on this form is correct. I also understand that failure to report completely and accurately may result in sanctions under my policy, including but not limited to voidance of the policy, and in criminal or civil penalties.

Signed by 
Date 10/15/2021

Title Deputy County Executive

Attest 
MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2021

Reviewed by _____ Approved by _____



NEW YORK
STATE OF
OPPORTUNITY.

Homes and Community Renewal

Comments:

Fair Housing Statement
Albany County, NY

Albany County has *not* been subject to a housing discrimination proceeding before a federal, state, and/or local adjudicatory body.

RESOLUTION NO. 266

**PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
DEVELOPMENT BLOCK GRANT APPLICATIONS**

Introduced: 8/9/21

By Audit and Finance Committee:

WHEREAS, The County Executive has proposed two applications for funding under the Community Development Block Grant Program (CDBG) regarding programs for Albany County, and

WHEREAS, A public hearing must be held before the Albany County Legislature on these proposals prior to the submission of the applications for CDBG funding, now, therefore, be it

RESOLVED, By the County Legislature of the County of Albany that a public hearing on the proposed Community Development Block Grant funding applications will 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, August 24, 2021, 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.

LEGAL NOTICE

Notice of Public Hearing

County of Albany

The County of Albany will hold a public hearing on at for the purpose of hearing public comments on August 24, 2021 at 7:15 PM at the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York 12207 for the purpose of hearing public comments on the County of Albany's the community development needs, and to discuss the possible submission of one or more Community Development Block Grant (CDBG) applications for the 2020 program year. The CDBG program is administered by the New York State Office of Community Renewal (OCR), and will make available to eligible local governments approximately \$2,000,000 for the 2020 program year for affordable housing and public services, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the CDBG program and will allow for citizen participation in the development of any proposed grant applications and/or to provide technical assistance to develop alternate proposals. Comments on the CDBG program or proposed project(s) will be received at this time. The hearing is being conducted pursuant to Section 570.486, Subpart I of the CFR and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended.

The William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York 12207 is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those with hearing impairments, or those in need of translation from English, those individuals should contact Necole Chambers, Clerk of the Albany County Legislature, at necole.chambers@albanycountyny.gov or 518-447-7168, least one week in advance of the hearing date to allow for necessary arrangements. Written comments may also be submitted to Necole Chambers, Clerk of the Albany County Legislature, Harold L. Joyce Albany County Office Building, 112 State Street, Room 710, Albany, NY 12207 until August 27, 2021.

TIMES UNION

timesunion.com

Albany Times Union
News Plaza
Box 15000
Albany, New York 12212

ALBANY COUNTY LEGISLATURE
112 STATE STREET RM 710
ALBANY, NY 12207

Account Number: 030365005
Order Number: 0004172369
Order Invoice Text: Notice of Public Hearing

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

08-16-2021

Denise R. LaCoppola

08/17/2021

Denise R. LaCoppola

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Sworn to before me, this 17 day of Aug 2021

[Signature]

Notary Public
Albany County

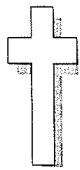
LEGAL NOTICE
Notice of Public Hearing
County of Albany

402

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TU1t 4172369



The Evangelist

403

40 N. MAIN AVENUE, ALBANY, NEW YORK 12203
TELEPHONE (518) 453-6688 FAX (518) 453-8448

STATE OF NEW YORK }

CITY AND COUNTY }

OF ALBANY }

LEGAL NOTICE

Notice of Public Hearing County of Albany

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EV 8/19/21

The undersigned is the authorized designee of the publisher of The Evangelist, a weekly newspaper published in the City and County of Albany aforesaid, and that the notice of which a printed copy is annexed, has been published in the said **THE EVANGELIST**, for 1 week commencing on the 19th day of August 2021.

Mary DeTurris Poust
Authorized designee

Sworn before me, this
19th day of August 2021

NOTARY PUBLIC

MARY C BECK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BE6385539
Qualified in Albany County
Commission Expires January 07, 2023

OFFICIAL PUBLICATION OF THE CATHOLIC DIOCESE OF ALBANY
PUBLISHED WEEKLY BY THE ALBANY CATHOLIC PRESS ASSOCIATION, INC.

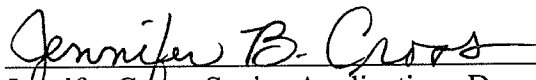
WEBSITE
AFFIDAVIT OF POSTING
OF NOTICE OF PUBLIC HEARING
ON PROPOSED COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) PROJECT

The undersigned, being duly sworn, hereby states:

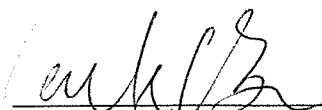
1. That on August 16, 2021, Jennifer Cross, Senior Applications Developer posted a digital copy of the attached Notice of Public Hearing entitled "Notice of Public Hearing on Proposed Community Development Block Grant (CDBG) Project" relating to Community Development Block Grant (CDBG) applications for the 2020 program year to the County of Albany website. The Notice remains available on the website, constituting at least 72 hours of prior notice.

2. That the Notice of Hearing attached hereto as Exhibit A is a duplicate copy of the Notice of Hearing which was posted on such website.

IN WITNESS WHEREOF, I have hereunto set my hand this 15th day of October, 2021.


Jennifer Cross, Senior Applications Developer

NA.020B035558
Sworn to before me this 15th
day of October, 2021.

 3/13/2025

Notary Public

Exhibit "A"

LEGAL NOTICE

Notice of Public Hearing

County of Albany

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1	August 24, 2021 - Public Hearing
2	ALBANY COUNTY LEGISLATIVE OFFICE
3	-----X
4	PUBLIC HEARING
5	RESOLUTION NO. 266
6	PUBLIC HEARING REGARDING MULTIPLE COMMUNITY
7	DEVELOPMENT, BLOCK GRANT APPLICATIONS
8	-----X
9	Minutes of Hearing, on 24th day of August, 2021 commencing
10	at 7:18 p.m., 16 Eagle Street, Rm. 283, Albany, New York
11	BEFORE: CHAIRMAN WANDA WILLINGHAM
12	
13	Reported by Janet Wallravin
14	
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25	

 COPY

1 August 24, 2021 - Public Hearing

2 APPEARANCES:

3 NECOLE CHAMBERS

4 ROBERT BESTON

5 PAUL BURGDORF

6 NORMA CHAPMAN

7 MICKEY CLEARY

8 TODD DRAKE

9 BERORO EFEKORO

10 SAMUEL FEIN

11 MARK GRIMM

12 RAYMOND JOYCE

13 PATRICE LOCKART

14 FRANK MAURIELLO

15 CAROLYN MCLAUGHLIN

16 MATTHEW MILLER

17 JEFF PERLEE

18 MATTHEW PETER

19 VICTORIA PLOTSKY

20 BILL RICARD

21 MERTON SIMPSON

22 PETER TUNNY

23 PAT ALDERSON

24 WILLIAM SIKULA

25

1 August 24, 2021 - Public Hearing
2 (On the record 7:18 p.m.)
3 THE CLERK: I'd like to call the
4 meeting to order. Chairman Joyce was excused from
5 tonight's meeting, so I will start by calling the
6 roll. Beston?
7 MR. BESTON: Here.
8 THE CLERK: Bruschi? Burgdorf?
9 MR. BURGENDORF: Here.
10 THE CLERK: Chapman?
11 MS. CHAPMAN: Here.
12 THE CLERK: Clay? Cleary?
13 MR. CLEARY: Here.
14 THE CLERK: Commisso? Cunningham?
15 Domalewicz? Drake?
16 MR. DRAKE: Here.
17 THE CLERK: Efekoro?
18 MR. EFEKORO: Here.
19 THE CLERK: Ethnier? Feeney? Fein?
20 MR. FEENEY: Feeney is here.
21 THE CLERK: Grimm?
22 MR. GRIMM: Here.
23 THE CLERK: Andrew Joyce? Ray Joyce?
24 MR. RAYMOND JOYCE: Here.
25 THE CLERK: Kuhn? Lekakis? Lockart?

1 August 24, 2021 - Public Hearing
2 MS. LOCKART: Here.
3 THE CLERK: Mauriello?
4 MR. MAURIELLO: Here.
5 THE CLERK: Mayo? McLaughlin?
6 MS. MCLAUGHLIN: Here.
7 THE CLERK: McLean Lane? Miller?
8 MR. MILLER: Present.
9 THE CLERK: O'Brien? Perlee?
10 MR. PERLEE: Here.
11 THE CLERK: Peter?
12 MR. PETER: Here.
13 THE CLERK: Plotsky?
14 MS. PLOTSKY: Here.
15 THE CLERK: Reidy? Reinhardt?
16 Ricard?
17 MR. RICHARD: Present.
18 THE CLERK: Simpson?
19 MR. SIMPSON: Here.
20 THE CLERK: Smith? Touchette?
21 MR. TOUCHETTE: Here.
22 THE CLERK: Tunny?
23 MR. TUNNY: Here.
24 THE CLERK: Ward? Whalen?
25 Willingham?

1 August 24, 2021 - Public Hearing

2 TEMPORARY CHAIR: Here.

3 THE CLERK: I have twenty-one present.

4 Now I will open on the issues to the -- to the
5 appointment of a temporary chair person.

6 MR. PETER: Madam Clerk, I'd like to
7 nominate Wanda Willingham to be temporary chair to
8 this meeting?

9 THE CLERK: Second?

10 UNIDENTIFIED SPEAKER: Second.

11 THE CLERK: I have a motion for Ms.
12 Willingham and a second, are there any other
13 nominations? The nominations are closed. All in
14 favor of Ms. Willingham to serve as temporary
15 chairperson?

16 ALL: Aye.

17 THE CLERK: Those opposed? Ms.
18 Willingham may assume the role of temporary
19 chairperson.

20 TEMPORARY CHAIR: Good evening
21 everyone. Welcome to the August 24, 2021 meeting of
22 the Albany County Legislature. I'm Wanda Willingham
23 and I'll be serving as your temporary chairperson.

24 The governing law and our rules direct
25 that we hold a public hearing prior to the passage of

1 August 24, 2021 - Public Hearing

2 local laws and other resolutions. Our rules prohibit
3 members of the public from questioning legislators
4 and prohibits us from questioning you.

5 The county policy with regards to
6 masks in county buildings is that all individuals are
7 required to wear a mask at all times when in a public
8 setting like this. As you know, our chamber is not
9 the largest space, so we have placed the public in
10 the back room where the meeting is being live-
11 streamed and the door is open so they may observe the
12 chamber.

13 Speakers are called in the order that
14 their names appear on the sign-up sheet and speakers
15 are permitted five minutes to express their views.
16 Speakers are also asked to come to the front podium
17 via the hallway and return to the back via the
18 hallway.

19 Clerk, please read Resolution Two
20 Sixty-Six.

21 THE CLERK: Public Hearing Regarding
22 Multiple Community Development Block Grant
23 Applications.

24 Resolve. By the County Legislature of
25 the County of Albany, that a public hearing on the

1 August 24, 2021 - Public Hearing
2 proposed community development block grant funding
3 applications will be held by the County Legislature
4 in the William J. Conboy, II Legislative Chambers,
5 Albany County Courthouse, Albany, New York at seven
6 fifteen p.m. on Tuesday, August 24, 2021 and the
7 Clerk of the County Legislature is directed to cause
8 notice of such hearing to be published containing the
9 necessary information in accordance with the
10 applicable provisions of law. Applications of
11 publication are on file in the Clerk's Office.

12 TEMPORARY CHAIR: Thank you. Clerk,
13 please identify the first speaker.

14 THE CLERK: Pat Alderland (phonetic) -
15 - Alderson.

16 UNIDENTIFIED SPEAKER: Say where he's
17 from.

18 THE CLERK: He's from the County
19 Exec's Office.

20 MR. ALDERSON: Hey, good evening
21 everybody. So tonight I want to just talk to you a
22 little bit about one of the C.D.B.G. Care's Project
23 Applications that is being submitted. This first
24 project application that we're going to be talking
25 about is specifically for mental health support

1 August 24, 2021 - Public Hearing

2 services.

3 So there's a project application under
4 development, it's a four-prong strategy to bolster
5 the mental health system supports in underserved
6 communities within the county. The need for mental
7 health supports has only been exacerbated by the
8 Pandemic, as we see ongoing and necessary public
9 health measures expose many people to experiencing
10 situations linked to poor mental health outcomes such
11 as isolation and job loss. These Pandemic-related
12 stressors are occurring against a backdrop of high
13 rates of mental illness and substance use that
14 existed prior to the current crisis.

15 So this application seeks to kind of
16 address the -- the existing need that exists within
17 the community and -- and work to kind of stem some of
18 the -- the challenges we see in the future. So the
19 first phase of this proposal would be by sub -- would
20 be a proposal to subcontract with Catholic Charities
21 Care for Nation Services to expand to Albany Law
22 Enforcement assisted diversion or let everyone
23 advance with dignity client engagement capacity. So
24 this would be done through the addition of a new case
25 manager to help with case load reduction and also

1 August 24, 2021 - Public Hearing

2 some -- some of the money would be set aside and used
3 for salary improvements for existing case managers to
4 help with retention in a field where there's very
5 high turnover.

6 It is essential that the number of
7 lead case managers increase so that current
8 participants can get the dedicated time and focus
9 they need to improve their mental and physical health
10 and meet the goals that they have set for themselves.
11 This portion of the plan would cost nearly ninety-
12 seven thousand dollars.

13 The second portion of this application
14 would be to improve the outcomes and cross systems
15 management of the Albany County Mental Health Patient
16 Services Coordinating Committee. This is a multi-
17 sector cross systems planning group that assists
18 individuals who have high needs or are high utilizers
19 of emergency medical services and this would be done
20 through adding a dedicated social worker as well as a
21 peer advocate to work directly with these -- these
22 individuals. That program's costs would be a hundred
23 and forty-eight thousand dollars.

24 The third portion of this application
25 would be to expand the mental health and substance

1 August 24, 2021 - Public Hearing
2 abuse disorder treatment provision within the ...
3 towns. This is -- there is a project that was under
4 way, however it -- it faltered and there wasn't an
5 ability to fund an expansion of counseling services
6 in -- in the hill towns as had -- was originally
7 consensualized. So this portion of the plan would
8 use existing Albany County Department of Mental
9 Health resources as well as a trusted medical
10 provider in the hill towns to set up a -- a patient
11 referral system and -- and telehealth opportunities
12 for folks in the hill towns. The cost of that phase
13 of this application would be twenty thousand dollars.

14 And finally, there is a hundred and
15 twenty-five thousand dollars in this application to
16 expand jurisdictions served by the alternative mental
17 health-related Crisis Response Team in the county --
18 the pilot (phonetic spelling) better known as a
19 court. I'm taking questions at this time, if there
20 are any. Thank you for your time.

21 THE CLERK: William Secola (phonetic)
22 -- Sikula, from Lamphony (phonetic spelling)?

23 MR. SIKULA: Hi everyone. I'm the
24 School and the Planning and Park Rec's coordinator
25 with the Albany County ... and I'll be speaking on

1 August 24, 2021 - Public Hearing
2 that for another C.D.B.G. project that is a
3 partnership between Albany County and the Albany
4 County Lambig (phonetic spelling). The Albany County
5 Lambig is a 501(c)(3) and will be working to
6 rehabilitate three, two-unit residential buildings
7 into affordable homeownership opportunities for
8 members of underserved and ... populations that have
9 been disproportionately impacted by COVID-19.

10 Under this proposal, the Albany County
11 and the Lambig is some ... recipient would utilize
12 approximately a million dollars in C.D.B.G. funds to
13 fully rehab three vacant structures at 45, 48 and
14 52nd Avenues, which are owned by the Albany County
15 Lambig. We thought we would see a little bit of
16 savings when we initially did the budget, but we
17 actually expected it to be right around a million
18 dollars and then nine eighty ...

19 So the Albany County Lambig, just as a
20 background, is -- is currently in the process of
21 applying to rehab up to thirty buildings under the
22 New York State H.C.R.'s Legacy City's Program,
23 including 34 Second Avenue and 40 Second Avenue ...
24 state block. Under that program other homes on the
25 corridor will be transformed into affordable

1 August 24, 2021 - Public Hearing
2 homeownership opportunities for members of
3 underserved people in the populations.

4 The Albany County Lambig is also
5 working in partnership with a developer to transform
6 over sixty vacant properties in the surrounding
7 neighborhood in the South End into quality,
8 affordable rentals as well as there are homeownership
9 opportunities in that project as well.

10 Second Avenue is in Albany South End,
11 which is a little ... predominantly black
12 neighborhood. And Second Avenue itself has a
13 strategic corridor within the larger neighborhood
14 revitalization efforts. And an increased supply of
15 affordable health -- housing will help stabilize the
16 corridor and create new homes for families and
17 individuals experiencing housing challenges as a
18 result of COVID-19.

19 The Lambig house I control, the three
20 buildings, contemplated in this project, so we can
21 begin almost immediately, we expect construction to
22 be about a year. Thank you.

23 THE CLERK: There are no more
24 speakers.

25 TEMPORARY CHAIR: Thank you, Mr.

1 August 24, 2021 - Public Hearing

2 Alderson and Mr. Sikula. That is all our speakers
3 for tonight, is there anyone else in the meeting who
4 would like to make a public comment? Hearing none,
5 the public hearing is now closed. Can I have a
6 motion to dismiss?

7 MR. PETER: Motion ...

8 TEMPORARY CHAIR: Second?

9 UNIDENTIFIED SPEAKER: Seconded.

10 TEMPORARY CHAIR: Motion is seconded.

11 Thank you.

12 (Off the record 7:33 p.m.)

13 (The proceeding concluded.)

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1 August 24, 2021 - Public Hearing

2 STATE OF NEW YORK

3 I, JANET WALLRAVIN, do hereby certify that the foregoing
4 was reported by me, in the cause, at the time and place,
5 as stated in the caption hereto, at Page 1 hereof; that
6 the foregoing typewritten transcription consisting of
7 pages 1 through 13, is a true record of all proceedings
8 had at the hearing.

9 IN WITNESS WHEREOF, I have hereunto
10 subscribed my name, this the 1st day of September, 2021.

11 *Janet Wallravin*
12

13 JANET WALLRAVIN, Reporter
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2	alternative 10:16	chair 5:2,5,7,20 7:12 12:25 13:8,10
	applicable 7:10	chairperson 5:15,19,23
2021 5:1,21 6:1 7:1,6 8:1 9:1 10:1 11:1 12:1 13:1	application 7:24 8:3,15 9:13,24 10:13,15	challenges 8:18 12:17
24 5:1,21 6:1 7:1,6 8:1 9:1 10:1 11:1 12:1 13:1	applications 6:23 7:3,10,23	chamber 6:8,12
3	applying 11:21	Chambers 7:4
	appointment 5:5	Charities 8:20
	approximately 11:12	City's 11:22
34 11:23	assisted 8:22	Clerk 5:3,6,9,11,17 6:19,21 7:7,12, 14,18 10:21 12:23
4	assists 9:17	Clerk's 7:11
	assume 5:18	client 8:23
40 11:23	August 5:1,21 6:1 7:1,6 8:1 9:1 10:1 11:1 12:1 13:1	closed 5:13 13:5
45 11:13	Avenue 11:23 12:10,12	comment 13:4
48 11:13	Avenues 11:14	Committee 9:16
5	Aye 5:16	communities 8:6
501(c)(3) 11:5	B	community 6:22 7:2 8:17
52nd 11:14	back 6:10,17	Conboy 7:4
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DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
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M. DAVID REILLY, JR
COMMISSIONER

November 5, 2021

Honorable Andrew Joyce
Chairman, Albany County Legislature
112 State St, Suite 710
Albany, NY 12207

Establishment of a Retirement Contribution Reserve Fund in the 2022 Budget

Chairman Joyce:

The 2022 Executive Budget contains the creation of a new designated reserve fund, a "Retirement Contribution Reserve Fund" of \$3,000,000. This reserve is listed in the table on page 40 of the Executive Budget and was discussed in my departmental budget presentation to the Audit and Finance Committee. The establishment of this reserve will positively impact the County's financial strength going forward and can be used to offset the cost of contributions to the Retirement System.

I have had a draft resolution drawn up by the County Department of Law which is attached.

I will be available at committee meetings to answer any questions that may arise.

Respectfully yours,

M. David Reilly, Jr

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2931, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Creation of a new designated Retirement Contribution Reserve Fund, for 2022.

Date: 11/05/2021
Submitted By: David Reilly
Department: Management & Budget
Title: Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: David Reilly

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☐

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

A "Retirement Contribution Reserve Fund" of \$3,000,000. This reserve are listed in the table on page 40 of the Executive Budget and were discussed in my departmental budget presentation to the Audit and Finance Committee. The establishment of this reserve will positively impact the County's financial strength going forward.

RESOLUTION NO.

APPROVING THE ESTABLISHMENT AND CREATION OF A RETIREMENT CONTRIBUTION RESERVE FUND IN THE ALBANY COUNTY BUDGET

Introduced: 11/8/2021

By Audit & Finance Committee:

WHEREAS, Pursuant to Article 2, Section 6-r, of the New York State General Municipal Law, local municipalities are authorized to establish and create Retirement Contribution Reserve Funds within in their municipal budgets as a part of planning for their future financial obligations related to the New York State local employees' retirement system, and

WHEREAS, The Albany County Executive and the Commissioner of Management and Budget have recommended that the Albany County Legislature establish and create a Retirement Contribution Reserve Fund which will be funded through budgetary appropriations approved by this Honorable Body, as well as by other permissible modes of funding as recognized by New York State law, and

WHEREAS, The Commissioner of Management and Budget has indicated that the Retirement Contribution Reserve Fund shall be utilized by Albany County in order to finance the payment of its "retirement contributions" which represents the amount payable on an annual basis to the New York State local employees' retirement system on behalf of its workforce, and

WHEREAS, The Commissioner has further indicated that the Retirement Contribution Reserve Fund, once established, will allow the County of Albany to incrementally set aside monies sufficient to satisfy its obligations related to this major, recurring expenditure in the annual operating budget in a fiscally prudent manner, now, therefore, be it

RESOLVED, That this Honorable Body hereby approves of and establishes a Retirement Contribution Reserve Fund within the Albany County budget to be utilized for the purposed of financing the payment of Albany County's "retirement contributions" which represents the amount payable on an annual basis to the New York State local employees' retirement system on behalf of its workforce, and, be it further

RESOLVED, That the initial amount budgeted for Retirement Contribution Reserve Fund for the fiscal year 2022 budget will be in the amount of \$3,000,000 as recommended by the Albany County Executive and Commissioner of Management and Budget, and, be it further

RESOLVED, That the Albany County Comptroller, in conjunction with the Commissioner of Management and Budget, are hereby authorized to deposit, secure, and invest the monies allocated to the Retirement Contribution Reserve Fund in the manner recognized under Article 2, Section 10 & Section 11, of the New York State General Municipal law and consistent with the current Albany County investment policy, and, be it further

RESOLVED, That any interest earned or capital gains realized on the monies so deposited, secured, and/or invested shall accrue to and become part of the Retirement Contribution Reserve Fund, and, be it further

RESOLVED, That the Albany County Comptroller, and the Commissioner of Management and Budget, shall collaboratively work to ensure that the Retirement Contribution Reserve Fund maintains its own separate identity from the General Fund and shall maintain a record which shows: (1) the date and amount of each sum paid into the fund; (2) interest earned by the fund; (3) capital gains or losses resulting from the sale of investments of the fund; (4) the amount and date of each withdrawal from the fund; and (5) the total assets of the fund showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the Albany County Legislature a detailed report of the operation and condition of the Retirement Contribution Reserve Fund, and, be it further

RESOLVED, That except as otherwise provided by law, expenditures from the Retirement Contribution Reserve Fund shall be made only for the purposes for which the fund has been established, 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 MANAGEMENT AND BUDGET
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M. DAVID REILLY, JR
COMMISSIONER

November 5, 2021

Honorable Andrew Joyce
Chairman, Albany County Legislature
112 State St, Suite 710
Albany, NY 12207

Establishment of a Capital Reserve Fund in the 2022 Budget

Chairman Joyce:

The 2022 Executive Budget contains the creation of a new designated reserve fund, a "Capital Reserve Fund" of \$3,749,172. This reserve is listed in the table on page 40 of the Executive Budget and was discussed in my departmental budget presentation to the Audit and Finance Committee. The establishment of these reserves will positively impact the County's financial strength going forward and will allow the County to reduce bonding and related costs in future years for projects in the Capital Plan.

I have had a draft resolution drawn up by the County Department of Law which is attached.

I will be available at committee meetings to answer any questions that may arise.

Respectfully yours,

M. David Reilly, Jr

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2930, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Creation of a new designated Capital Reserve fund, for 2022.

Date: 11/05/2021
Submitted By: David Reilly
Department: Management & Budget
Title: Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: David Reilly

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☐

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

A "Capital Reserve Fund" of \$3,749,172 . This reserve is listed in the table on page 40 of the Executive Budget and was discussed in my departmental budget presentation to the Audit and Finance Committee. The establishment of this reserve will positively impact the County's financial strength going forward.

RESOLUTION NO.

APPROVING THE ESTABLISHMENT AND CREATION OF A CAPITAL RESERVE FUND IN THE ALBANY COUNTY BUDGET

Introduced: 11/8/2021

By Audit & Finance Committee:

WHEREAS, Pursuant to Article 2, Section 6-c, of the New York State General Municipal Law, local municipalities are authorized to establish and create Capital Reserve Funds within in their municipal budgets as a part of planning for their future financial obligations related to certain expenditures that are contemplated by the municipality, and

WHEREAS, The Albany County Executive and the Commissioner of Management and Budget have recommended that the Albany County Legislature establish and create a Capital Reserve Fund which will be funded through budgetary appropriations approved by this Honorable Body, as well as by other permissible modes of funding as recognized by New York State law, and

WHEREAS, The Commissioner of Management and Budget has indicated that the Capital Reserve Fund shall be utilized for the purpose of accumulating monies necessary to finance costs related to furnishing, rehabilitating, renovating, and/or maintaining various municipal buildings owned and operated by Albany County, and

WHEREAS, The Commissioner has further indicated that the Capital Reserve Fund, once established, will allow the County of Albany to incrementally set aside monies sufficient to satisfy its obligations related to these recurring expenditures in the annual operating budget in a fiscally prudent manner, now, therefore, be it

RESOLVED, That this Honorable Body hereby approves of and establishes a Capital Reserve Fund within the Albany County budget which shall be utilized for the purpose of accumulating monies necessary to finance costs related to furnishing, rehabilitating, renovating, and/or maintaining various municipal buildings owned and operated by Albany County, and, be it further

RESOLVED, That the initial amount budgeted for the Capital Reserve Fund for the fiscal year 2022 budget shall be in the amount of \$3,749,172 as recommended by the Albany County Executive and Commissioner of Management and Budget, and, be it further, and, be it further

RESOLVED, That the Albany County Comptroller, in conjunction with the Commissioner of Management and Budget, are hereby authorized to deposit, secure, and invest the monies allocated to Capital Reserve Fund in the manner recognized

under Article 2, Section 10 & Section 11, of the New York State General Municipal law and consistent with the current Albany County investment policy, and, be it further

RESOLVED, That any interest earned or capital gains realized on the monies so deposited, secured, and/or invested shall accrue to and become part of the Capital Reserve Fund, and, be it further

RESOLVED, That the Albany County Comptroller, and the Commissioner of Management and Budget, shall collaboratively work to ensure that the Capital Reserve Fund maintains its own separate identity from the General Fund and shall maintain a record which shows: (1) the date and amount of each sum paid into the fund; (2) interest earned by the fund; (3) capital gains or losses resulting from the sale of investments of the fund; (4) the amount and date of each withdrawal from the fund; and (5) the total assets of the fund showing cash balance and a schedule of investments, and shall, at the end of each fiscal year, render to the Albany County Legislature a detailed report of the operation and condition of the Capital Reserve Fund, and, be it further

RESOLVED, That except as otherwise provided by law, expenditures from the Capital Reserve Fund shall be made only for the purposes for which the fund has been established, and, be it further,

RESOLVED, That no expenditure shall be made from the Capital Reserve Fund without explicit approval of the Albany County Legislature, and such expenditure, once approved, shall be made in accordance with the requirements of Section 6-c of the New York State General Municipal Law and any other applicable law, and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
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M. DAVID REILLY, JR
COMMISSIONER

November 1, 2021

Honorable Andrew Joyce
Chair, Albany County Legislature
112 State St., Room 710
Albany, NY 12207

Chairman Joyce,

Legislative Authorization is requested to make several administrative adjustments to various department's 2021 budgets, as shown on the attached spreadsheet. There are no programmatic changes and the changes are budget neutral.

I look forward to discussing this at the next round of Legislative Committee meetings, if you have any questions before then, please feel free to reach out.

Sincerely yours,

M. David Reilly

Cc:

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



County of Albany

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

Legislation Text

File #: TMP-2903, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization for administrative adjustments to various department's 2021 budget

Date: 11/2/2021
Submitted By: David Reilly
Department: Department of Management and Budget
Title: Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: David Reilly

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.: Various (see attachment)
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: Various (see attached)
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)

Legislative authorization is requested to make several administrative adjustments to various department's 2021 budgets, as shown on the attached spreadsheet. There are no programmatic changes and the changes are budget neutral.

APPR

ACCOUNT NO.			RESOLUTION DESCRIPTION	INCREASE
A	1230	89060	Hospital and Medical Insurance	\$62,000.00
A	1340	89060	Hospital and Medical Insurance	\$10,000.00
A	1420	89060	Hospital and Medical Insurance	\$100,000.00
A	1440	89060	Hospital and Medical Insurance	\$20,900.00
A	1610	89060	Hospital and Medical Insurance	\$35,680.00
A	4010	44037	Insurance	\$10,178.00
A	4310	44037	Insurance	\$27,501.00
A	6010	44037	Insurance	\$26,687.00
A	6119	44037	Insurance	\$12,726.00
A	6772	89060	Hospital and Medical Insurance	\$83,350.00
A	7410	44101	Electric	\$41,221.00
A	6100	44252	Medical Assistance - MMIS	
			A FUND Sub-Total	\$430,243.00

ESTIMATE

ACCOUNT NO.			RESOLUTION DESCRIPTION	DECREASE
			TOTAL ESTIMATED REVENUES	\$0.00
			GRAND TOTAL	\$430,243.00

OPRIATIONS

DECREASE	UNIT COST	DEPARTMENT NAME
		County Executive
		Management and Budget
		Department of Law
		DGS
		DGS
		Health Department
		Mental Health
		Social Services
		DCYF
		Aging
		Recreation
\$430,243.00		Social Services
\$430,243.00		

FED REVENUES

INCREASE	UNIT COST	DEPARTMENT NAME
\$0.00		
\$430,243.00		



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207
PHONE: (518) 447-5525 FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY, JR
COMMISSIONER

November 5, 2021

Honorable Andrew Joyce
Chairman, Albany County Legislature
112 State St, Suite 710
Albany, NY 12207

Amendment to the Rules and Regulation for Albany County Employees

Chairman Joyce:

This is a request to amend the Rules and Regulations of Albany County Employees regarding Longevity Payments made to the County workforce. During the formulation of the 2022 Executive Budget submission it was decided to update the schedule for longevity payments to employees as a way of helping with employee recruitment and retention. These payment amounts have not been updated since the 1980s and do not have the same significance as when they were originally set. The money for these increases is included in the Executive submission and was discussed at the Legislative budget hearings.

I have had a draft resolution drawn up by the County Department of Law which is attached.

I will be available at committee meetings to answer any questions that may arise.

Respectfully yours,

M. David Reilly, Jr

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-2929, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Amend the Rules and Regulations for Albany County Employees, Longevity Schedule.

Date: 11/05/2021
Submitted By: David Reilly
Department: Management & Budget
Title: Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: David Reilly

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

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

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

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

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

Source of Funding - (Percentages)

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

Term

Term: (Start and end date) Click or tap here to enter text.
Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

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

Previous requests for Identical or Similar Action:

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

Justification: (state briefly why legislative action is requested)

We would like to amend the Rules and Regulations for Albany County Employees, Longevity schedule, starting in 2022. These regulations have been in place since 1999 without being updated. This new longevity schedule will bring our payments to loyal employees up to a better level and help us in our efforts to retain our seasoned workforce.

RESOLUTION NO.

AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING LONGEVITY PAYMENTS WHICH ARE MADE TO THE ALBANY COUNTY WORKFORCE

Introduced: November 8, 2021

By Messrs. (insert legislator)

WHEREAS, By Resolution No. 136-b for 1999, this Honorable Body adopted employee rules and regulations which are applicable to certain employees of Albany County, and

WHEREAS, Article IV, Section H, of the Albany County employee rules and regulations titled “Longevity Pay” contains a schedule regarding longevity payments to county employees who have reached certain milestones with regard to their years of service with the County of Albany, and

WHEREAS, This Honorable Body recognizes the need to amend the schedule of longevity payments so that payments made to recognize long tenured employees commitment to our County may be compensated adequately and in line with the increases in cost of living and/or inflation that have occurred in the more than twenty (20) years since the current payment schedule was implemented, and

WHEREAS, The Albany County Executive and the Commissioner of Management and Budget have calculated the increased longevity payment schedule and have incorporated it into the fiscal year 2022 proposed Executive Budget to ensure that the amended employee rules and regulations benefit our workforce as and reward them for enduring one of the most challenging years for government in modern history, and,

WHEREAS, The Albany County Executive has indicated that the increase in longevity payments can be accomplished while still providing for a fiscally responsible budget that is in line with generally accepted budgeting strategies which will allow Albany County to maintain a responsible and sound budget, and

WHEREAS, This Honorable Body recognizes that, initially, the effect of this amended longevity payment schedule will apply only to non-union employees, and, should the same benefit be desired by union employees who are employed under a collective bargaining agreement, the issue of longevity payments be negotiated through their appointed union representatives, pursuant to the applicable provision of New York State law, now therefore, be it

RESOLVED, By the Albany County Legislature that the Albany County Employee Rules and Regulations, adopted pursuant to Resolution No. 136-b for 1999, , are hereby amended to delete the current longevity payment schedule, and in its place, add a new longevity payment schedule under Article IV, Section H which reads as follows:

Years of Completed Service	Years of Completed Service
3 -- 4	\$150.00
5 -- 6	\$500.00
7 -- 9	\$1,000.00
10 -- 14	\$1,500.00
15 -- 19	\$2,000.00
20 +	\$5,000.00

and, be it further

RESOLVED, That this Honorable Body authorizes the County Executive and Commissioner of Management and Budget to initially apply the amended longevity payment schedule to non-union employees only, and,

RESOLVED, That this Honorable Body recognizes that with regard to employees who are members of labor unions who are employed under a collective bargaining agreement shall, pursuant to relevant provisions of New York State law, be required to address the issue of longevity pay during the course of the negotiation of an applicable collective bargaining agreement, negotiated through their appointed union representatives, and, be it further

RESOLVED, That this Honorable Body shall adopt and implement this amended schedule for longevity payments parallel to its adoption of the Albany County budget for the 2022 fiscal year and ensure that this amended schedule becomes effective as of January 15, 2022, and , be it further

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