

County of Albany

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



Meeting Agenda

Thursday, October 26, 2023

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AMENDING THE 2023 ALBANY COUNTY BUDGET TO PROVIDE THE DEPARTMENT OF PARKS AND RECREATION WITH FUNDING TO ENHANCE PARKS AND FACILITIES THROUGHOUT ALBANY COUNTY
3. AMENDING THE 2023 ALBANY COUNTY BUDGET TO PROVIDE THE VETERANS SERVICE BUREAU WITH FUNDING TO ENHANCE NOT-FOR-PROFIT VETERAN SERVICES PROVIDERS
4. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE RESEARCH FOUNDATION FOR MENTAL HYGIENE FOR GRANT FUNDING AND AMENDING THE 2023 SHERIFF'S OFFICE BUDGET
5. AMENDING THE 2023 SHERIFF'S OFFICE BUDGET: YEAR END ADJUSTMENTS
6. AUTHORIZING AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE, REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS AND AMENDING THE 2023 SHERIFF'S OFFICE BUDGET
7. AMENDING THE 2023 SHERIFF'S OFFICE BUDGET: STAFF ADJUSTMENTS
8. AMENDING THE 2023 STORMWATER COALITION BUDGET: ENHANCED PAY
9. AUTHORIZING A QUITCLAIM DEED AND EASEMENT WITH MOHAWK HUDSON LAND CONSERVANCY REGARDING THE BENDER MELON FARM PRESERVE BRIDGE OVER THE ALBANY COUNTY RAIL TRAIL

10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 4852 WESTERN TURNPIKE (TAX MAP NO. 38.00-4-2) IN THE TOWN OF GUILDERLAND
11. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 1185 KNOX CAVE ROAD (TAX MAP NO. 46.-1-8) IN THE TOWN OF KNOX
12. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 312 ORANGE STREET (TAX MAP NO. 65.72-5-16) IN THE CITY OF ALBANY
13. AUTHORIZING AN AWARD OF GRANT FUNDING TO CALIBRANT NY II, LLC REGARDING THE SOLAR POWER SYSTEM LOCATED AT 897 WATERVLIET SHAKER ROAD IN THE TOWN OF COLONIE
14. AUTHORIZING AN AGREEMENT WITH INTERFAITH PARTNERSHIP FOR THE HOMELESS REGARDING RENOVATION AND STAFF ORIENTATION AT MERCY HOUSE IN THE CITY OF ALBANY

County of Albany

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



Meeting Minutes

Thursday, September 28, 2023

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Wanda F. Willingham, Matthew T. Peter, Paul J. Burgdorf, William M. Clay, Mark E. Grimm, Raymond F. Joyce, Lynne Lekakis, David B. Mayo and Frank J. Commisso

1. APPROVING PREVIOUS MEETING MINUTES

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

CURRENT BUSINESS:**2. REQUIRING REPORTING OF MONIES AND PROCEEDS OF ASSET FORFEITURE FUNDS MAINTAINED BY THE COUNTY**

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

3. SETTING FORTH REPORTING DATES FOR FINANCIAL UPDATES TO THE LEGISLATURE

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

4. AMENDING RESOLUTION NO. 469 FOR 2022 REGARDING THE ABSENTEE BALLOT PRE-PAID POSTAGE GRANT

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

5. AMENDING AN AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE TECHNOLOGY, INNOVATION AND ELECTION RESOURCES GRANT PROGRAM AND AMENDING THE 2023 BOARD OF ELECTIONS BUDGET

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

6. AMENDING THE 2023 PUBLIC DEFENDER'S OFFICE BUDGET: ADMINISTRATIVE ADJUSTMENTS

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

7. AUTHORIZING THE ACCEPTANCE OF AID TO PROSECUTION PROGRAM FUNDING FROM THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES AND AMENDING THE 2023 DISTRICT ATTORNEY'S OFFICE BUDGET

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

8. AUTHORIZING AN AGREEMENT WITH AXON ENTERPRISE INC. REGARDING DATA STORAGE AND CASE MANAGEMENT SOFTWARE

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

9. DECLARING A PARCEL OF REAL PROPERTY LOCATED AT TAX MAP NO. 152.00-2-40 IN THE TOWN OF WESTERLO NO LONGER NECESSARY FOR PUBLIC USE

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

10. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 24 HENDRICK AVENUE (TAX MAP NO. 54.20-2-57) IN THE TOWN OF COLONIE

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

11. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 147 MELROSE AVENUE (TAX MAP NO. 64.25-2-4) IN THE CITY OF ALBANY

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

12. AUTHORIZING THE CONVEYANCE OF REAL PROPERTIES LOCATED AT 346 SECOND STREET (TAX MAP NO. 65.55-6-31) AND 348 SECOND STREET (TAX MAP NO. 65.55-6-30) IN THE CITY OF ALBANY

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

**13. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED
AT 349 ORANGE STREET (TAX MAP NO. 65.64-3-32) IN THE CITY OF
ALBANY**

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

RESOLUTION NO. 448

AMENDING THE 2023 ALBANY COUNTY BUDGET TO PROVIDE THE DEPARTMENT OF PARKS AND RECREATION WITH FUNDING TO ENHANCE PARKS AND FACILITIES THROUGHOUT ALBANY COUNTY

Introduced: 10/10/23

By Peter, A. Joyce, Beston, Clay, Cleary, Commisso, Feeney, Lekakis, McLaughlin, Miller, Plotsky, Reidy, Reinhardt, Ricard, Rosano, Simpson and Willingham:

WHEREAS, Over the last three years, the youth and residents of the County of Albany have spent more time outdoors at parks, playgrounds, and recreational facilities enjoying fresh air and exercise when it was otherwise difficult because of the pandemic, and

WHEREAS, The 2023 Albany County Budget set aside money to improve the quality of life of the residents of the County through the Albany County Improvement Initiative, and

WHEREAS, Investing in our parks, playgrounds and recreational facilities throughout the county is vital to the enjoyment residents get from those features of our communities, and

WHEREAS, The Department of Parks and Recreation provides recreational programing, including facility development, to the citizens of Albany County, through a comprehensive approach that combines effective programming and experienced staff, now, therefore be it

RESOLVED, The Department of Parks and Recreation is hereby authorized to establish a program for the development of parks, playgrounds and recreational facilities throughout the County, to the extent possible under General Municipal Law § 119-o to help improve the lives of the residents and visitors of the County of Albany, and, be it further

RESOLVED, That the Department of Parks and Recreation is further authorized to work with municipalities within Albany County to determine which parks, playground and recreational facilities would best be served through funding from the Albany County Improvement Initiative, and, be it further

RESOLVED, That upon the determination of potential funding recipients, the Department of Parks and Recreation is requested to report the findings to the Legislature with any proposed intergovernmental agreements that would be

required to provide for the improvement and funding of such facilities, and be it further

RESOLVED, By the Albany County Legislature that the 2023 Albany County Budget is amended to carry out this programming as follows:

Decrease Appropriation Account A8020.4 by decreasing Line Item A8020 4 4903 Albany County Improvement Initiative by \$150,000

Increase Appropriation Account A7410.4 by \$150,000 by increasing Line Item A7410 4 4449 Special Programs by \$150,000

and, be it further

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

RESOLUTION NO. 449

AMENDING THE 2023 ALBANY COUNTY BUDGET TO PROVIDE THE VETERANS SERVICE BUREAU WITH FUNDING TO ENHANCE NOT-FOR-PROFIT VETERAN SERVICES PROVIDERS

Introduced: 10/10/23

By Ward, A. Joyce, Beston, Clay, Cleary, Commisso, Feeney, Lekakis, McLaughlin, Miller, Plotsky, Reidy, Reinhardt, Ricard, Rosano, Simpson and Willingham:

WHEREAS, During the pandemic, the veterans of Albany County and the associations which provide them services faced significant challenges, including isolation, lack of services and limited income, and

WHEREAS, The Albany County Veterans Services Bureau has a long history of working with not-for-profit Veteran groups and associations to expand its services to the members of our armed forces, and

WHEREAS, The Veterans Service Bureau is uniquely qualified to determine the best way to assist groups and associations providing our Veterans services, and

WHEREAS, Money was set aside in the 2023 Albany County Budget for the Albany County Improvement Initiative, to be used assist community service providers who are serving our communities, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2023 Albany County Budget is amended as follows:

Decrease Appropriation Account A8020.4 by decreasing Line Item A8020 4 4903 Albany County Improvement Initiative by \$150,000

Increase Appropriation Account A6510.4 by \$150,000 by increasing Line Item A6510 4 4049 Special Programs by \$150,000

and, be it further

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



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF

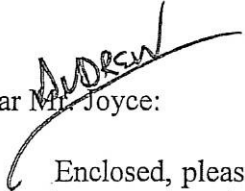


WILLIAM M. RICE
UNDERSHERIFF

October 4, 2023

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

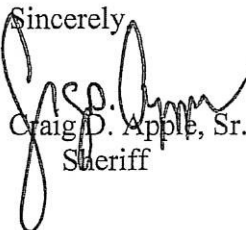
Re: Request for Legislative Action


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 monies that were provided by the Research Foundation for Mental Health to provide a wellness solution which will enable the Albany County Sheriff's Office to provide all employees and their family members customized, confidential, mobile wellness resources.

Please, present the enclosed at the next available legislative meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Chairwoman

REQUEST FOR LEGISLATIVE ACTION

DATE: October 4, 2023

DEPARTMENT: Albany County Sheriff's Office

CONTACT PERSON: Craig D. Apple, Sr.

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: Craig D. Apple, Sr.

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW

AMENDMENT OF PRIOR LEGISLATION

APPROVAL/ADOPTION OF PLAN/PROCEDURE

BOND APPROVAL

BUDGET AMENDMENT(SEE BELOW)

CONTRACT AUTHORIZATION (SEE BELOW)

ENVIRONMENTAL IMPACT

HOME RULE REQUEST

PROPERTY CONVEYANCE

OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)

FOR COUNSEL USE ONLY

DATE: _____

RECEIVED: _____

RECEIVED BY: _____

METHOD: HAND _____

COURIER _____

MAIL _____

X

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO.

See Attached

SOURCE OF FUNDS:

TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT

PURCHASE (EQUIPMENT/ SUPPLIES)

LEASE (EQUIPMENT/SUPPLIES)

REQUIREMENTS

PROFESSIONAL SERVICES

EDUCATIONAL/TRAINING

GRANT: NEW

RENEWAL

SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM

RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

PARTY (NAME/ADDRESS):

TERM:

ANTICIPATED IN CURRENT BUDGET: YES NO

FUNDING SOURCE: _____

REVENUE:

BOND(RES. NO. & DATE OF ADOPTION)

QUESTS: _____

MANDATED PROGRAM/SERVICE:	YES	NO	X
---------------------------	-----	----	---

IF MANDATED CITE: AUTHORITY

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS: _____

Figure 1. The structure of the proposed model.

FEDERAL

STATE _____

COUNTY _____

TERM/LENGTH OF FUNDING

RESOLUTION/LAW NUMBER:

DATE OF ADOPTION: _____

Request to transfer funds provided by Research Foundation for Mental Health

to meet anticipated expenditures for program.

TITLE: Sheriff

2023 BUDGET AMENDMENT

APPROPRIATIONS					
RESOLUTION NO. BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	
A9 3110 4 4046		Fees For Service	45,000.00		
TOTAL APPROPRIATIONS			45,000.00	0.00	
REVENUES					
RESOLUTION NO. BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	
A2 3110 02770		Other Unclassified Revenues		45,000.00	
TOTAL REVENUES			0.00	45,000.00	
GRAND TOTALS			45,000.00	45,000.00	



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

October 4, 2023

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

DWR
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Albany County Legislature.

Briefly, this request is to transfer funds between lines to cover expenditures for departments 3110 (Sheriff's), 3020 (E-911), 3189 (Stop DWI) and 3150 (Corrections) through the end of 2023.

If you have any questions, please feel free to contact me.

Sincerely,

Craig D. Apple, Sr.
Craig D. Apple, Sr.
Sheriff

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit and Finance

REQUEST FOR LEGISLATIVE ACTION

DATE : October 4, 2023

DEPARTMENT: Albany County Sheriff's Office

CONTACT PERSON: Craig D. Apple, Sr.

TELEPHONE: 518-447-5440

DEPT. REPRESENTATIVE ATTENDING

COMMITTEE MEETING: Craig D. Apple, Sr.

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW

AMENDMENT OF PRIOR LEGISLATION

APPROVAL/ADOPTION OF PLAN/PROCEDURE

BOND APPROVAL

BUDGET AMENDMENT(SEE BELOW)

CONTRACT AUTHORIZATION (SEE BELOW)

ENVIRONMENTAL IMPACT

HOME RULE REQUEST

PROPERTY CONVEYANCE

OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)

FOR COUNSEL USE ONLY

DATE: _____

RECEIVED: _____

RECEIVED BY: _____

METHOD: HAND _____

COURIER _____

MAIL _____

X

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO.

See Attached

SOURCE OF FUNDS:

TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT

PURCHASE (EQUIPMENT/ SUPPLIES)

LEASE (EQUIPMENT/SUPPLIES)

REQUIREMENTS

PROFESSIONAL SERVICES

EDUCATIONAL/TRAINING

GRANT: NEW

RENEWAL

SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM

RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)

CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:

TERM:

SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES

NO

FUNDING SOURCE:

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:

BOND(RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE:

YES

X

NO

IF MANDATED CITE: AUTHORITY

Comptroller's Office

ANTICIPATED IN CURRENT ADOPTED BUDGET:

YES

NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY

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)

Transfer of Funds to cover expenditures for Departments

3110 (Sheriff's) 3020 (E-911) 3189 (Stop DWI) & 3150 (Corrections) Thru Year End 2023

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: Craig D. Apple, Sr.

TITLE: Sheriff

2023 YEAR END TRANSFER OF FUNDS

APPROPRIATIONS							
ACCOUNT NO.	POS CONTROL	STATE POSITION	RESOLUTION DESCRIPTION	INCREASE	DECREASE	DEPARTMENT NAME	COMMENTS
A9 3110	1 3144	10000	370026 Paramedic	11,316.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	370027 Paramedic	14,984.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	370188 Paramedic	13,220.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	370189 Paramedic	11,008.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	370195 Paramedic	10,977.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379230 Paramedic	9,392.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379243 Paramedic	13,566.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379244 Paramedic	9,330.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379245 Paramedic	1,342.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379246 Paramedic	8,362.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379247 Paramedic	9,768.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379248 Paramedic	11,184.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379249 Paramedic	13,262.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379250 Paramedic	9,378.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	379251 Paramedic	17,560.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	370192 Emergency Medical Tech FT	17,179.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	370193 Emergency Medical Tech FT	11,465.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	370022 Emergency Medical Tech FT	14,521.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	379104 Emergency Medical Tech FT	15,879.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	379105 Emergency Medical Tech FT	16,255.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	379231 Emergency Medical Tech FT	16,255.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	379232 Emergency Medical Tech FT	6,412.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	379234 Emergency Medical Tech FT	12,387.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	379235 Emergency Medical Tech FT	4,612.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	379236 Emergency Medical Tech FT	9,681.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 6236	10000	Clerk Typist	857.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9900	10000	Overtime	542,243.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9943	10000	PARAMEDICS PT	54,608.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9946	10000	EMERGENCY MEDICAL TECH PT	69,705.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 9948	10000	Shift Differential	26,096.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 1360	10000	Chief Deputy Sheriff	90,000.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 2561	10000	Policy Analyst P.T.	41,393.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3144	10000	Paramedic	3,468.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3145	10000	EMT	24,097.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 3182	10000	Deputy EMS Coordinator	9,361.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4135	10000	Sheriffs First Sergeant	37,053.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4136	10000	Sheriffs Sergeant	16,220.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000	Sheriffs Sergeant	26,600.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000	Deputy Sheriff	37,448.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000	Deputy Sheriff	46,595.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000	Deputy Sheriff	71,151.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000	Deputy Sheriff	64,129.00		SHERIFFS	YR END ADJUSTMENTS
A9 3110	1 4138	10000	Deputy Sheriff	71,151.00		SHERIFFS	YR END ADJUSTMENTS

A9 3110	1	4138	10000	370155	068	Deputy Sheriff	50,622.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	4138	10000	370152	075	Deputy Sheriff	10,065.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	4138	10000	370220	074	Deputy Sheriff	36,028.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	4138	10000	370184	083	Deputy Sheriff	49,290.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	4138	10000	370186	085	Deputy Sheriff	51,480.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	4138	10000	370303	092	Deputy Sheriff	38,472.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	5025	10000	370208	001	Legal Secretary	35,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	6102	10000	370131	001	Account Clerk I	39,169.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	6192	10000	370302	002	Keyboard Specialist	44,671.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	6192	10000	379154	001	Keyboard Specialist	36,173.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	6206	10000	370137	002	Clerk 1	31,708.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	1	6401	10000	370141	002	Confidential Secretary	21,460.00	SHERIFFS	YR END ADJUSTMENTS
A9 3020	1	9850	10000			Sick Leave Incentive	250.00	SHERIFFS	YR END ADJUSTMENTS
A9 3020	4	4037	1000			Insurance	2,798.00	SHERIFFS	YR END ADJUSTMENTS
A9 3020	4	4070	10000			Equipment Repair and Rental	10,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3020	4	4104	10000			Natural Gas	23,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3020	4	4046	10000			Fees For Service	36,048.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4025	10000			Electrical	15,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4037	10000			Insurance	33,363.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4042	10000			Printing	5,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4106	10000			Sewer Charges	26,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4201	10000			Uniforms & Clothing	20,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4036	10000			Telephone	5,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4050	10000			Refuse Charges	10,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4101	10000			Electric	33,363.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4103	10000			Fuel	20,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4104	10000			Natural Gas	21,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3150	4	4999	10000				10,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3189	1	9900	10000			Overtime	6,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3189	1	9970	10000			Temporary Help	6,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	4	4036	10000			Telephone	50,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	4	4037	1000			Insurance	26,075.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	4	4040	10000			Books Transcripts Subscriptions	1,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	4	4046	10000			Fees for Service	15,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	4	4072	1000			Vehicle Maintenance	20,000.00	SHERIFFS	YR END ADJUSTMENTS
A9 3110	4	4049	10000			Special Programs	112,075.00	SHERIFFS	YR END ADJUSTMENTS
TOTAL APPROPRIATIONS							1,236,290.00	1,236,290.00	



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

September 19, 2023

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

Re: Request for Legislative Action
Grant Acceptance

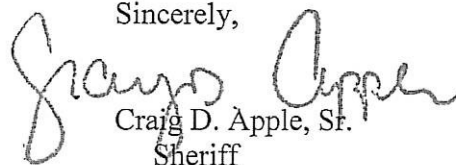
Dear Mr. Joyce:

Enclosed, please find the Albany County Sheriff's Office Request for Legislative Action.

Briefly, this request will authorize the Albany County Executive to accept reimbursement funding for incurring costs due to the incarceration of undocumented criminal aliens. The United States Department of Justice, Bureau of Justice Assistance has made available assistance to states and local governments that are affected by incarceration costs for criminal aliens through the State Criminal Alien Assistance Program (SCAAP). Previous legislative action authorized the submission of the grant application, which we estimated to total \$25,000. One of the SCAAP program requirements states all SCAAP funds must be used for correctional purposes only. The County was notified that the actual grant amount was \$37,375.00 therefore, we are requesting to increase appropriation line A93150.22750 Security Equipment by \$37,375.00.

Please present the enclosed at the next available Legislative Meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me.

Sincerely,


Craig D. Apple, Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Committee

FOR COUNSEL USE
ONLY

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

REQUEST FOR LEGISLATIVE ACTION

DATE: September 19, 2023
DEPARTMENT: Albany County Sheriff's Office / Correctional Facility
Contact Person: Sheriff Craig D. Apple, Sr.
Telephone: 487-5440
Dept. Representative Attending
Committee Meeting: Sheriff Craig D. Apple, Sr.

PURPOSE OF REQUEST:

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

To authorize acceptance of grant (application previously authorized by
Resolution No. 98 of 2023)

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

Increase Account/Line No: A93150.22750 by \$37,375
Source of Funds: SCAPP GRANT #15PBJA-22-RR-05091-SCAA
Title Change: _____

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

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

CONCERNING CONTRACT AUTHORIZATION (Cont'd)

STATE THE FOLLOWING:

Contract Terms/Conditions:

(Party Name/Address):

US Dept. of Justice, Bureau of Justice Assistance

810 7th Street, N.W. – SCAAP

Washington, DC 20531

Amount/Rate Schedule/Fee:

\$37,375.00

Term: July 1, 2020 through June 30, 2021

Scope of Services: Reimbursement for incurring costs due to the incarceration of undocumented criminal aliens.

Contract Funding:

Anticipated in Current Budget: Yes _____ No X

Funding Source: _____

County Budget Accounts: _____

Revenue: _____

Appropriation: _____

Bond (Res. No. & Date of Adoption) _____

CONCERNING ALL REQUESTS:

Mandated Program / Service: Yes _____ No X

If Mandated Cite: Authority _____

Anticipated in Current Adopted Budget: Yes _____ No X

If yes, indicate Revenue/Appropriation Accounts: _____

Fiscal Impact - Funding: (Dollars or Percentages)

Federal 100%

State _____

County _____

Term/Length of Funding July 1, 2020 through June 30, 2021

Previous Requests For Identical or Similar Action:

Resolution/Law Number: #464

Date of Adoption: 11/14/22

Justification: (State briefly why legislative action is requested)

To authorize Albany County to accept a reimbursement grant from the US Department of Justice Bureau of Justice Assistance for incurring costs due to the incarceration of undocumented criminal aliens.

Back-up Material Submitted (i.e., application/approval notices from funding source, bid tabulation sheet, civil service approval notice, program announcement, contracts and/or any materials which explain or support the request for legislative action.)

Submitted By: Craig D. Apple Sr.

Title: Sheriff

BJA FY 2022 State Criminal Alien Assistance Program (SCAAP) Award Details

Fiscal Year	State	Legal Name	Salary	Total Days	DHS Confirmed Days	Unknown Days	Award Amount
2022	MN	WRIGHT, COUNTY OF	\$4,095,820.18	44,998	193	548	\$16,609
2022	MO	DEPARTMENT OF CORRECTIONS MISSOURI	\$144,844,953.90	8,524,303	12,483	23,727	\$152,387
2022	MO	PETTIS COUNTY	\$1,065,609.07	48,475	323	2,324	\$14,018
2022	MO	PLATTE, COUNTY OF (INC)	\$1,349,271.83	42,704	417	16	\$3,739
2022	MO	SAINT CHARLES, COUNTY OF	\$7,934,655.15	105,819	390	415	\$15,384
2022	MT	CORRECTIONS, MONTANA DEPARTMENT OF	\$30,758,354.94	923,882	1,763	2,213	\$33,324
2022	NC	BUNCOMBE, COUNTY OF	\$7,366,142.81	144,892	1,437	2,400	\$48,904
2022	NC	CABARRUS, COUNTY OF	\$6,466,474.42	105,133	1,863	1,413	\$52,028
2022	NC	CATAWBA, COUNTY OF	\$4,190,188.89	88,178	20	1,271	\$14,530
2022	NC	CHATHAM, COUNTY OF	\$1,723,267.77	25,967	944	710	\$28,339
2022	NC	COUNTY OF ALAMANCE	\$5,517,235.00	106,193	3,027	3,745	\$89,159
2022	NC	COUNTY OF BRUNSWICK	\$3,596,549.75	92,599	959	1,505	\$24,041
2022	NC	COUNTY OF COLUMBUS	\$1,131,718.47	49,359	33	348	\$2,093
2022	NC	COUNTY OF CUMBERLAND	\$9,541,756.00	177,590	427	2,898	\$43,087
2022	NC	COUNTY OF DAVIDSON	\$1,605,930.00	86,430	69	701	\$3,429
2022	NC	COUNTY OF LEE	\$976,933.32	44,625	372	2,365	\$14,467
2022	NC	COUNTY OF LENOIR	\$1,718,996.16	64,756	0	638	\$4,002
2022	NC	COUNTY OF MONTGOMERY	\$814,493.35	21,905	493	1,549	\$18,641
2022	NC	COUNTY OF RANDOLPH	\$3,460,398.09	82,744	513	325	\$9,104
2022	NC	COUNTY OF ROCKINGHAM	\$1,594,849.96	63,497	0	968	\$5,744
2022	NC	CRAVEN COUNTY GOVERNMENT	\$1,536,696.22	95,142	0	1,340	\$5,113
2022	NC	DEPARTMENT OF ADULT CORRECTION	\$682,394,785.13	10,941,147	285,140	115,399	\$6,565,880
2022	NC	DUPLIN COUNTY	\$642,953.85	29,668	996	1,394	\$13,065
2022	NC	DURHAM COUNTY GOVERNMENT	\$9,544,046.00	136,408	584	4,265	\$81,725
2022	NC	GASTON COUNTY	\$6,717,354.00	178,975	2,721	2,642	\$51,477
2022	NC	IREDELL COUNTY	\$4,470,500.00	95,916	1,296	1,733	\$35,676
2022	NC	MECKLENBURG COUNTY	\$42,095,729.00	545,626	2,505	2,657	\$101,515
2022	NC	MOORE, COUNTY OF	\$2,919,175.01	50,959	42	119	\$2,271
2022	NC	ORANGE COUNTY NC	\$2,377,480.22	25,863	514	1,407	\$43,537
2022	NC	TRANSYLVANIA COUNTY	\$1,055,581.50	16,682	0	1,013	\$15,144
2022	NC	WAYNE COUNTY GOVERNMENT	\$3,785,436.08	112,790	607	1,500	\$17,488
2022	NC	WILSON, COUNTY OF (INC)	\$1,785,448.37	43,127	986	1,606	\$26,921
2022	NE	COUNTY OF BUFFALO	\$1,765,210.43	54,609	307	616	\$7,429
2022	NE	COUNTY OF DAKOTA	\$1,163,891.89	36,965	221	1,001	\$9,358
2022	NE	COUNTY OF PLATTE	\$1,701,651.19	19,027	254	576	\$18,409
2022	NE	DAWSON COUNTY	\$1,635,333.80	32,450	648	836	\$18,925
2022	NE	DOUGLAS COUNTY CORRECTIONS	\$22,894,869.00	434,099	8,069	12,061	\$267,174
2022	NE	HALL COUNTY OF	\$4,307,697.18	79,889	1,650	1,310	\$41,127
2022	NE	LANCASTER, COUNTY OF	\$11,989,388.44	200,958	750	4,869	\$80,916
2022	NE	NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES	\$63,113,865.86	1,995,744	29,010	18,334	\$387,343
2022	NE	SALINE, COUNTY OF	\$880,625.12	24,214	29	323	\$3,065
2022	NE	SARPY, COUNTY OF	\$4,406,514.22	40,802	74	1,904	\$50,774
2022	NH	CORRECTIONS, NEW HAMPSHIRE DEPARTMENT OF	\$37,246,243.00	776,187	4,085	4,069	\$99,447
2022	NJ	ATLANTIC COUNTY	\$17,267,322.78	195,729	776	6,670	\$157,817
2022	NJ	BERGEN, COUNTY OF	\$40,014,896.87	175,262	9,016	4,049	\$783,843
2022	NJ	CORRECTIONS, NEW JERSEY DEPARTMENT OF	\$487,994,715.29	5,069,182	186,206	45,741	\$5,952,478
2022	NJ	COUNTY OF CAMDEN	\$24,167,913.37	295,281	1,443	2,181	\$74,617
2022	NJ	COUNTY OF CAPE MAY	\$5,469,918.59	58,962	342	989	\$30,391
2022	NJ	COUNTY OF CUMBERLAND	\$10,477,554.64	93,805	718	215	\$27,705
2022	NJ	COUNTY OF ESSEX	\$57,435,260.00	894,961	8,192	5,049	\$220,980
2022	NJ	COUNTY OF GLOUCESTER	\$3,177,199.25	51,579	661	508	\$18,578
2022	NJ	COUNTY OF HUDSON	\$24,556,839.00	302,325	6,067	2,876	\$190,569
2022	NJ	COUNTY OF MONMOUTH	\$35,284,263.40	164,597	7,511	8,815	\$888,723
2022	NJ	COUNTY OF OCEAN	\$14,327,658.00	105,850	2,260	6,827	\$302,346
2022	NJ	COUNTY OF SOMERSET	\$9,635,359.30	46,840	5,257	1,707	\$380,021
2022	NJ	COUNTY OF WARREN	\$5,850,307.36	20,047	831	1,906	\$198,022
2022	NJ	MORRIS, COUNTY OF	\$12,356,928.90	70,412	2,457	2,377	\$216,991
2022	NJ	UNION, COUNTY OF	\$14,389,391.34	147,503	1,958	4,321	\$152,048
2022	NM	COUNTY OF BERNALILLO	\$34,126,300.98	437,692	2,720	14,130	\$318,530
2022	NM	COUNTY OF CURRY	\$2,252,240.00	68,580	202	746	\$7,610
2022	NM	COUNTY OF OTERO	\$1,484,334.44	68,206	126	1,466	\$8,289
2022	NM	COUNTY OF QUAY	\$685,854.14	12,418	0	449	\$5,858
2022	NM	COUNTY OF VALENCIA	\$1,998,100.14	64,001	373	1,081	\$11,172
2022	NM	SANTA FE, COUNTY OF	\$4,186,318.24	124,968	844	1,747	\$21,593
2022	NM	TAOS COUNTY CLERK	\$1,207,445.26	15,106	0	168	\$3,172
2022	NV	CITY OF CARSON CITY	\$2,114,899.68	50,597	402	1,814	\$17,530
2022	NV	CLARK, COUNTY OF	\$104,759,594.00	1,042,816	1,965	16,915	\$455,668
2022	NV	COUNTY OF ELKO	\$2,156,748.76	41,826	365	1,087	\$18,410
2022	NV	COUNTY OF HUMBOLDT	\$1,288,276.09	7,482	0	428	\$17,409
2022	NV	COUNTY OF NYE	\$1,378,863.19	75,190	1,180	892	\$9,810
2022	NV	COUNTY OF PERSHING	\$446,642.20	4,212	0	140	\$3,507
2022	NV	COUNTY OF WASHOE	\$21,340,049.60	336,442	5,362	11,048	\$258,981
2022	NV	NV DEPARTMENT OF CORRECTIONS	\$224,499,634.47	4,205,415	105,809	98,748	\$2,782,320
2022	NY	BROOME COUNTY	\$13,932,393.64	139,956	365	1,602	\$47,657
2022	NY	COUNTY OF ALBANY	\$19,862,338.75	124,772	263	688	\$37,375
2022	NY	COUNTY OF CHAUTAQUA	\$5,932,787.35	64,369	601	252	\$20,704
2022	NY	COUNTY OF FRANKLIN	\$3,500,307.81	18,993	0	1,334	\$58,078
2022	NY	COUNTY OF HERKIMER	\$1,972,802.99	11,433	0	19	\$775
2022	NY	COUNTY OF JEFFERSON	\$4,596,935.68	46,447	0	285	\$6,664
2022	NY	COUNTY OF NASSAU	\$104,399,019.50	262,859	11,452	11,980	\$2,373,505
2022	NY	COUNTY OF NIAGARA	\$9,613,196.71	107,655	0	190	\$4,008
2022	NY	COUNTY OF ONEIDA	\$10,812,816.34	96,594	0	1,627	\$43,026
2022	NY	COUNTY OF ONONDAGA	\$25,419,371.14	122,062	0	501	\$24,648
2022	NY	COUNTY OF ORANGE	\$30,160,224.71	138,045	760	893	\$91,704
2022	NY	COUNTY OF RENSSELAER	\$11,392,417.99	68,803	0	29	\$1,134
2022	NY	COUNTY OF ROCKLAND	\$13,303,749.44	35,021	4,115	1,642	\$576,772
2022	NY	COUNTY OF SCHENECTADY, NEW YORK	\$11,199,884.81	56,901	6	1,034	\$48,405
2022	NY	COUNTY OF STEUBEN	\$4,095,865.96	53,442	0	177	\$3,205
2022	NY	COUNTY OF SUFFOLK	\$121,878,770.00	238,852	11,258	3,742	\$2,029,135
2022	NY	COUNTY OF ULSTER	\$11,167,373.39	64,364	1,344	658	\$91,026
2022	NY	COUNTY OF WARREN	\$5,250,745.01	32,540	0	326	\$12,427
2022	NY	COUNTY OF WESTCHESTER	\$95,635,917.71	223,162	1,225	2,559	\$403,287
2022	NY	COUNTY OF WYOMING	\$2,189,954.21	14,017	122	0	\$5,236
2022	NY	DUTCHESS COUNTY OF (INC)	\$19,411,022.00	63,422	689	559	\$98,346

2023 BUDGET AMENDMENT												
RESOLUTION NO.	BTCH	ACCOUNT NO.	APPROPRIATIONS		RESOLUTION DESCRIPTION	INCREASE	DECREASE					
		A9 3150	2	2750	10000	SECURITY EQUIPMENT	37,375.00					
						TOTAL APPROPRIATIONS	37,375.00	0.00				
						REVENUES						
RESOLUTION NO.	BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION		DECREASE	INCREASE						
		A4 3150	04390	ALIEN ASSISTANCE PROGRAM		37,375.00						
				TOTAL REVENUES	0.00	37,375.00						
				GRAND TOTALS		37,375.00						
SCAPP Grant Award #15 PBJA-22-RR-05091-SCAA												

RESOLUTION NO. 98

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES DEPARTMENT OF JUSTICE, BUREAU OF JUSTICE ASSISTANCE REGARDING REIMBURSEMENT FOR THE INCARCERATION OF CRIMINAL ALIENS

Introduced: 3/13/23

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has indicated that the United States Department of Justice, Bureau of Justice Assistance, has made available assistance to state and local governments to reimburse them for incarceration costs for undocumented criminal aliens through the State Criminal Alien Assistance Program, and

WHEREAS, The Sheriff has requested authorization to submit a grant application in the estimated amount of \$25,000 to the United States Department of Justice, Bureau of Justice Assistance, regarding reimbursement for the incarceration of criminal aliens at the Albany County Correctional Facility, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application for funding with the U.S. Department of Justice, Bureau of Justice Assistance, in the estimated amount of \$25,000 regarding reimbursement for the incarceration of criminal aliens at the Albany County Correctional Facility, and, be it further

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

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

Adopted by unanimous vote - 3/13/23



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

ALBANY COUNTY SHERIFF'S OFFICE

County Court House Albany, New York 12207 (518) 487-5400
WWW.ALBANYCOUNTYSHERIFF.COM

CRAIG D. APPLE, SR.
SHERIFF



WILLIAM M. RICE
UNDERSHERIFF

September 22, 2023

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

Re: Request for Legislative Action

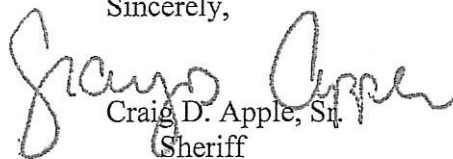
Dear Mr. Joyce:

The attached correspondence is forwarded for presentation to the Public Safety Committee of the Albany County Legislature.

I respectfully request a resolution authorizing the elimination of (2) Corrections Sergeant positions and (1) one Correction Officer position to allow for the creation of (2) Corrections Lieutenant positions within the Albany County Correctional Facility and Sheriff's Office. The savings to the County would be \$41,172.00.

Please, present the enclosed at the next available legislative meeting for consideration and action. Thank you and if you have any questions, please feel free to contact me

Sincerely,


Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. William Clay, Public Safety Chairman
Hon. Wanda Willingham, Audit & Finance Chairwoman

REQUEST FOR LEGISLATIVE ACTION

DATE : September 22, 2023

DEPARTMENT: Albany County Sheriff's Office

CONTACT PERSON: Sheriff Craig D. Apple, Sr.
TELEPHONE: 518-447-5440
DEPT. REPRESENTATIVE ATTENDING: Sheriff Craig D. Apple, Sr.
COMMITTEE MEETING:

PURPOSE OF REQUEST:

ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL

BUDGET AMENDMENT(SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE

OTHER:(STATE BRIEFLY IF NOT LISTED ABOVE)

The Sheriff's Office is requesting the following personnel adjustments in Dept. 3150
and in Dept. 3110. These moves will result in a cost savings to the County

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING

INCREASE ACCOUNT/LINE NO.

SEE ATTACHED

SOURCE OF FUNDS:

TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,

STATE THE FOLLOWING:

TYPE OF CONTRACT

CHANGE ORDER/CONTRACT AMENDMENT

PURCHASE (EQUIPMENT/ SUPPLIES)

LEASE (EQUIPMENT/SUPPLIES)

REQUIREMENTS

PROFESSIONAL SERVICES

EDUCATIONAL/TRAINING

GRANT: NEW

RENEWAL

SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM

RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)

FOR COUNSEL USE ONLY

DATE:

RECEIVED:

RECEIVED BY:

METHOD:

HAND

COURIER

MAIL

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)

PER SPREAD SHEET

THIS WILL RESULT IN A COST SAVINGS FOR THE COUNTY

BACK-UP MATERIAL SUBMITTED _____ (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SUBMITTED BY: Craig D. Apple, Sr.

TITLE: Sheriff

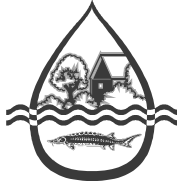
2023 BUDGET AMENDMENT (3150)

APPROPRIATIONS

RESOLUTION NO. BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	ANNUAL SALARY	POSITION CONTROL NUMBER
A 3150	1 2302 011	CORRECTIONS LIEUTENANT	84,718.00		84,718.00	390489
A 3150	1 2302 012	CORRECTIONS LIEUTENANT	84,718.00		84,718.00	390490
		TOTAL APPROPRIATIONS	169,436.00		169,436.00	

APPROPRIATIONS

RESOLUTION NO. BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASESAE	DECREASE	ANNUAL SALARY	POSITION CONTROL NUMBER
A 3150	1 4113 005	CORRECTIONS SERGEANT		78,297.00	78,297.00	390055 ELIMINATE POSITION
A 3150	1 4113 020	CORRECTIONS SERGEANT		78,297.00	78,297.00	390069 ELIMINATE POSITION
A 3150	1 4115 203	CORRECTIONS OFFICER		54,014.00	54,014.00	390275 ELIMINATE POSITION
		GRAND TOTALS	169,436.00	210,608.00	210,608.00	



Stormwater Coalition of Albany County

Members

Albany County

City of Albany

Village of
Altamont

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

October 3, 2023

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 2023 Stormwater Coalition budget, as follows:

Increase Enhanced Pay line (8021 19954) by \$3,750.00
Decrease GIS Specialist line (8021 12633) by \$3,750.00

Pursuant to voted upon items from a previously held Stormwater Coalition Board meeting, legislative authorization is requested in order to reallocate budgeted funds.

The Coalition has successfully hired a new Coalition Program Coordinator and as such, the Board has voted to enable a time period for cross training in which the previous Coordinator will work alongside the hired incumbent with the goal of ensuring unhampered operational continuance. Approval of this budget amendment will allow compensation parity among the two staff members of the Coalition.

If 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



County of Albany

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

Legislation Text

File #: TMP-4672, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment - Administrative Adjustment - Personnel

Date: September 27, 2023
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.: 8021 19954 Enhanced Pay
Source of Funds: 8021 12633 GIS Specialist
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: NYSDEC MS4 Permit Stormwater Regulations - Joint 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: 8021 19954 Increase; 8021 12633 Decrease
Appropriation Amount: \$3,750

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) September 29, 2023
Length of Contract: December 29, 2023

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)

Click or tap here to enter text.

This is a request for legislative action to amend the 2023 Stormwater Coalition budget, as follows:

Increase Enhanced Pay line (8021 19954) by \$3,750.00
Decrease GIS Specialist line (8021 12633) by \$3,750.00

Pursuant to voted upon items from a previously held Stormwater Coalition Board meeting, legislative authorization is requested in order to reallocate budgeted funds.

The Coalition has successfully hired a new Coalition Program Coordinator and as such, the Board has voted to enable a time period for cross training in which the previous Coordinator will work alongside the hired incumbent with the goal of ensuring unhampered operational continuance. Approval of this budget amendment will allow compensation parity among the two staff members of the Coalition.

APPROPRIATIONS									
BUDGET LINE				DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A	8021	19954	10000		000000	Enhanced Pay	\$3,700		Stormwater Coalition
A	8021	12633		001	550028	GIS Specialist		\$3,700	\$62,000 Stormwater Coalition
TOTAL APPROPRIATIONS							\$3,700	\$3,700	
ESTIMATED REVENUES									
BUDGET LINE				DESCRIPTION		DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A	0000	00000		000	000000				
TOTAL REVENUES						\$0	\$0		
GRAND TOTAL						\$3,700	\$3,700		



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

September 28, 2023

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

Dear Chairman Joyce:

I respectfully request the Albany County Legislature's authorization of a quitclaim deed and easement between Albany County and the Mohawk Hudson Land Conservancy (MHLC), in which MHLC would formally accept ownership of the Bender Melon Farm Preserve Bridge that is located in the Town of New Scotland, just outside the Village of Voorheesville.

The steel bridge, which lies directly above the Albany County Helderberg-Hudson Rail Trail, connects the two separate pieces of the former Bender Melon Farm property and was acquired when the 175-acre parcel of land was purchased by MHLC. With the approval and adoption of this quitclaim deed and easement, any ambiguities regarding the ownership of the bridge itself would be settled, with MHLC formally accepting ownership of and responsibility for the structure, and indemnifying Albany County.

Moving forward, MHLC will continue with its planned renovations and eventual reopening of the bridge, which will connect the two sides of the Bender Melon Farm Preserve for future use by hikers, bicyclists, and light maintenance and emergency vehicles. This is another important step towards creating a more integrated multi-use trail system along the County Rail Trail corridor.

Thank you for your time and consideration. If you should have any questions or concerns, please do not hesitate to reach out to me.

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-4684, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing a quitclaim deed and easement for Mohawk Hudson Land Conservancy to formally accept ownership of the Bender Melon Farm Preserve Bridge above the Albany County Rail Trail

Date: September 28, 2023
Submitted By: Cameron Sagan
Department: County Executive's Office
Title: Policy Analyst
Phone: 518-447-7040
Department Rep.
Attending Meeting: Cameron Sagan

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) Quitclaim Deed

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) Quitclaim deed

Contract Terms/Conditions:

Party (Name/address):

Mohawk Hudson Land Conservancy
425 Kenwood Avenue
Delmar, New York 12054

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1.00
Scope of Services: transfer of ownership

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: A21355 02770

Revenue Amount: \$1.00

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) November 1, 2023

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Bender Melon Farm Preserve, which is owned by the Mohawk Hudson Land Conservancy (MHLC), is divided into two parcels by the Albany County Rail Trail. Connecting the two parcels is the steel bridge that was built directly above and traverses the Rail Trail. With the approval of this quitclaim deed and easement, any ambiguities regarding the ownership of the bridge itself would be settled, with MHLC formally accepting ownership and responsibility for the structure, and indemnifying Albany County.

RECORD AND RETURN TO:
ALBANY COUNTY DIVISION OF FINANCE
112 State Street, Room 1340
Albany, New York 12207

QUITCLAIM DEED AND EASEMENT

THIS INDENTURE made the _____ of _____, 2023 between

The COUNTY OF ALBANY, NEW YORK, a municipal corporation organized and existing pursuant to the laws of the State of New York having its principal office located at 112 State Street, Albany, New York 12207, **party of the first part**, and

The MOHAWK HUDSON LAND CONSERVANCY, INC., a not-for-profit-corporation organized and existing under the laws of the State of New York, having its principal office located at 425 Kenwood Avenue, Delmar, New York 12054, **party of the second part**,

Witnesseth that in consideration of payment by the party of the second part to the party of the first part of the sum of ONE DOLLAR (\$1.00) AND NO CENTS lawful money of the United States, hereby waived, the party of the first part hereby remises, releases and quitclaims unto the party of the second part and the party of the second part's successors and assigns forever, all of the party of the first part's right, title and interest in and to

All that certain fixture improvement situate, lying and being in the Town of New Scotland, County of Albany and State of New York commonly known and described as the Bender Mellon Farm Bridge, a steel bridge approximately 80'± in span length and approximately 16'± wide presently spanning the Helderberg–Hudson Rail Trail inclusive of any and all of said bridge's supporting abutments and structures ("Bridge"), and further

Hereby grants unto the party of the second part and the party of the second part's successors and assigns forever the following described Permanent Easement in all that strip, piece or parcel of land situate, lying and being located in the Town of New Scotland, County of Albany and State of New York, being more particularly bounded and described as follows:

The County of Albany ("County") herein grants to the Mohawk Hudson Land Conservancy, Inc. ("the MHLC") a Permanent Easement ("Easement") crossing lands of the County which abut the Helderberg–Hudson Rail Trail ("Rail Trail") for access between lands of the MHLC located on the north and south sides of said lands of the County. Said Easement incorporates and includes the existing Bender Melon Farm steel bridge presently spanning the Rail Trail inclusive of any and all of said bridge's supporting abutments and structures ("Bridge") that is simultaneously herewith being conveyed by

the County to the MHLC by Quitclaim Deed, together with an area 40'± wide by 30'± in length area on each side of said Bridge extending to the north and south boundaries of the Rail Trail right-of-way. Said Easement being 40'± wide by 140'± in length.

The exercise and use of said Easement by the MHLC shall not in any manner interrupt or impair the continuous and free use of the Rail Trail by the County and general public.

The MHLC, its successors and assigns shall accept and take possession of and thereupon be solely responsible for all costs and responsibilities associated with the inspection, maintenance, repair, safety and/or removal and replacement of said Bridge and hereby agrees to defend, indemnify and hold harmless the County, its officers, employees and agents, from and against all claims, damages, losses and expenses which for any reason other than the County's culpable fault arise out of or in connection with the said Bridge and the Easement hereby granted.

The MHLC shall also solely its expense procure and maintain during the term of the Easement hereby granted, a policy or policies of comprehensive all-risk liability insurance to cover personal and bodily injury and property damage arising out of or in connection with said Bridge and Easement, naming the County as an additional insured, with limits of not less than:

<u>Liability For:</u>	<u>Combined Single Limit</u>
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000

Together with all of the estate and rights of the party of the first part in and to said Bridge hereby conveyed and Easement hereby granted.

To Have and to Hold said Bridge hereby conveyed and Easement hereby granted unto the party of the second part and the party of the second part's successors and assigns forever.

In Witness Whereof the party of the first part has executed these presents on the day above written.

In the presence of

THE COUNTY OF ALBANY, NEW YORK

By _____ L.S.
DANIEL P. McCOY,
ALBANY COUNTY EXECUTIVE

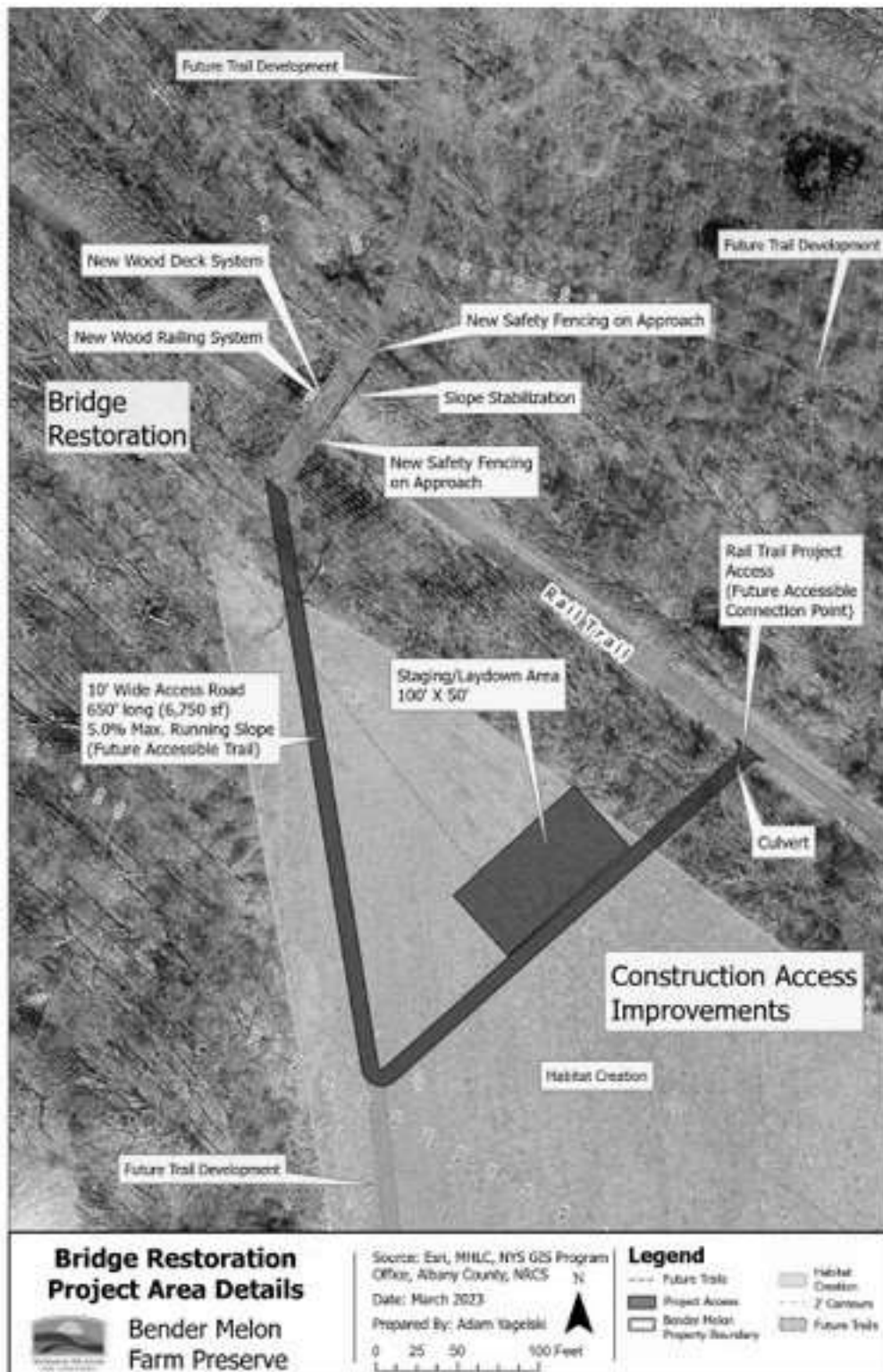
ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.:
COUNTY OF ALBANY)

On the _____ day of _____, 2023, before me, the undersigned, personally appeared DANIEL P. McCOY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he signed the same in his capacity as Albany County Executive, and that by his signature on the within instrument, the individual, or the person upon behalf of which he acted, to wit: the County of Albany, New York, executed the instrument.

NOTARY PUBLIC - STATE OF NEW YORK







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

September 8, 2023

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-delinquent foreclosed property located in the Town of Guilderland, 4852 Western Turnpike to an abutting property owner.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

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

Sincerely Yours,

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-4589, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Property located in the Town of Guilderland

Date:	September 11, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7070
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:

Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

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: 286

Date of Adoption: July 10, 2023

Justification: (state briefly why legislative action is requested)

Legislative authorization is requested to transfer a pending tax foreclosed property located in the Town of Guilderland, 4852 Western Tpke-Tax Map No. 38.00-4-2 to abutting property owners Ryan and Lucinda Caruso, 6685 Fuller Station Rd, Altamont NY, 12009 for \$500.00

Ryan and Lucinda Caruso per their submission have indicated they are aware of the condition of this blighted parcel and are willing to accept the burden of cleaning up this property to create green space and gardens

.

As part of this sale, Ryan and Lucinda Caruso will be subject to:

All closing costs

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

To the Office of the Albany County Executive

We, Ryan and Lucinda Caruso, residing at 6685 Fuller Station Road, in the town of Guilderland, are writing to express our interest in purchasing the abutting abandoned property at 4852 Western Turnpike.

For the past five years we have worked with town and county officials, staff from NYSDEC, and numerous others to try and have this property remediated. We have been successful in some regards; although the main structure, which is now collapsing, remains a blight on the property and for those living around it.

This structure housed for many years a wood stove company and, sometime in the 1970s, a garden center. Working with DEC we were able to identify a great deal of pesticides and chemicals that were improperly stored in dilapidated structures that were, in turn, leaching chemicals into the nearby stream. While DEC has done a great deal to clean up these chemicals, many environmental concerns remain for this parcel.

The premises are currently assessed at \$103,000. Of that number the land itself is only valued at \$5,000. The building itself holds zero redeemable value and has just been condemned by the town. Over 90% of the roof has collapsed and the building is filled with black mold that emanates out to the surrounding area. The mold itself has caused health problems for our family due to it drifting onto our property. Also, according to conversations with town officials, the property is not buildable due to several factors; one being that the building is not grandfathered given its level of deterioration, second that the setbacks from the surrounding wetlands and Route 20 do not allow enough space to build a new structure. Further, CSX maintains a right-of-way along the northwest side of the property, also depreciating the value. The County has already tried to auction this property off three times in the past and received zero bids. Lastly, the quotes we have obtained to demolish the structure and remediate the site are in excess of \$100,000. This figure could be even higher given the unknown environmental factors that may be present.

Given the aforementioned factors, we feel an appropriate offer on this property would be in the sum of \$500. The cost of remediation and the burden of cleaning up this property would fall on our shoulders, but it would be a great benefit to the county and the community. As the site is unbuildable, our intention is to remove the structure along with any remaining refuse and keep it as green space and gardens.

Thank you for your consideration,

Ryan and Lucinda Caruso
6685 Fuller Station Rd



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — Town of Guilderland

Address of Properties —4852 Western Tpke

Tax Map Number-38.00-4-2

Property Description-Converted Residence

PROSPECTIVE BUYER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser-Ryan and Lucinda Caruso

Town of Guilderland-6685 Fuller Station Rd

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Guilderland Code Enforcement Officer 9/11/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany county Tax Records Supervisor 9/11/2023

COUNTY FORECLOSURE INFORMATION

Not Applicable as property was never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---September 11, 2023





COUNTY OF ALBANY



Parcel Find

PARCEL: 03800000040020000000
LOCATION: 4852 WESTERN TPKE
NAME: *** VARIOUS **
TAX LIEN - 2021
EFF DATE: 09/08/2023

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2023	RE-8	141	Y	4852 WESTERN TPKE	2,990.18	2,990.18	3,229.39
2022	RE-8	373	Y	4852 WESTERN TPKE	7,375.84	7,375.84	8,851.01
2021	TL-8	225	Y	4852 WESTERN TPKE	7,257.67	7,257.67	9,580.12
2020	TL-8	389	Y	4852 WESTERN TPKE	7,378.39	7,378.39	10,525.88
2019	TL-8	545	Y	4852 WESTERN TPKE	3,673.31	3,673.31	5,604.36
2018	TL-8	2240	Y	4852 WESTERN TPKE	3,638.89	3,638.89	5,960.34
2017	TL-8	895	Y	4852 WESTERN TPKE	3,534.90	3,534.90	6,182.82
2016	TL-8	567	Y	4852 WESTERN TPKE	3,460.46	3,460.46	6,506.08
2015	TL-8	183	Y	4852 WESTERN TPKE	3,416.78	3,416.78	6,814.23
2014	TL-8	647	Y	4852 WESTERN TPKE	3,408.78	3,408.78	7,188.96
2013	TL-8	255	Y	4852 WESTERN TPKE	3,636.94	3,636.94	7,729.02
2012	TL-8	422	Y	4852 WESTERN TPKE	3,250.06	3,250.06	7,590.14
2011	TL-8	717	Y	4852 WESTERN TPKE	3,171.97	3,171.97	7,922.12
2010	RE-8	2431	Y	4852 WESTERN TPKE	789.47	0.00	0.00
2004	RE-M	567	Y	4852 WESTERN TPKE	684.35	0.00	0.00
TOTAL DUE NOW						93,684.47	
TOTAL UNPAID						56,194.17	



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

September 13, 2023

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 Town of Knox, 1185 Knox Cave Road to an abutting property owner.

This transfer is in accordance with Resolution No. 29 of 2019, which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

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

Sincerely Yours,

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-4601, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Property located in the Town of Knox

Date:	September 13, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commissioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:

Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

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: 347

Date of Adoption: 8/14/2023

Justification: (state briefly why legislative action is requested)

Legislative action is requested to authorize the transfer of tax foreclosed property located in the Town of Knox, 1185 Knox Cave Road Tax Map No. 46.-1-8 to abutting property owners Tristan and Travis O'Donnell, 1179 Knox Cave Road, Delanson, NY, 12053 for \$5,000.00

Tristan and Travis O'Donnell per their submission indicate they understand this property has many issues, which they list in regards to its current condition and are willing to take on the task of addressing these problems

This transfer is in accordance with Resolution No. 29 of 2019, which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels ".

As part of this sale, Tristan and Travis O'Donnell will be subject to:

All closing costs

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

My name is Tristan O'Donnell, the direct neighbor to 1185 Knox Cave Road. My brother, Travis O'Donnell and I own the property, 1179 Knox Cave road, which is directly adjacent to the property mentioned prior. I am sending this in regards to a conversation that my father, Billie O'Donnell, had with us regarding the property 1185 Knox Cave Road.

As for the state of the property itself, we are aware that the structure in and of itself has been disassembled both on the back porch, as well as underneath the house. From what we understand, the former was using this with a combination of garbage to heat up the inside of his home during the winter.

We also understand that the back part of the roof has collapsed, and that the chicken coop that is on the property, which had chickens at one time which have since disappeared, is currently in shambles, and infested with rats the size of small house pets that have made themselves present on our property due to the mismanagement by the previous owner. We are also aware of several vehicles that are in the back of the property that would need to be disposed of, as well as the collapsed garage in the back. All of this, as well as collective garbage that can be seen just by walking along the back side of our property, we are more than aware of, and are willing to take it upon ourselves to manage the property if we are able to acquire it. We have learned that Albany County has current ownership of the property, and we are willing to offer \$5,000 to acquire it, as well as accept all responsibility in management of the property afterwards.

We understand that the property in question has many factors in regards to its current condition, which need to be addressed, and my family and I are more than willing to take it upon ourselves to complete the task as soon as we are able to acquire it.

We thank you for your time and hope to hear from you soon

Tristan O'Donnell

Travis O'Donnell

1179 Knox Cave Road, Delanson, NY, 12053

(518) 847-1356

(518) 209-7655

Icarus tristanpodonnell@gmail.com



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — Town of Knox

Address of Properties —1185 Knox Cave Road

Tax Map Number—46.-1-8

Property Description—One Family Residence

PROSPECTIVE BUYERS NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYERS

Purchasers- Tristan and Travis O'Donnell

Town of Westerlo—1179 Knox Cave Road

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Knox Code Enforcement Officer 9/13/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 9/13/2023

COUNTY FORECLOSURE INFORMATION

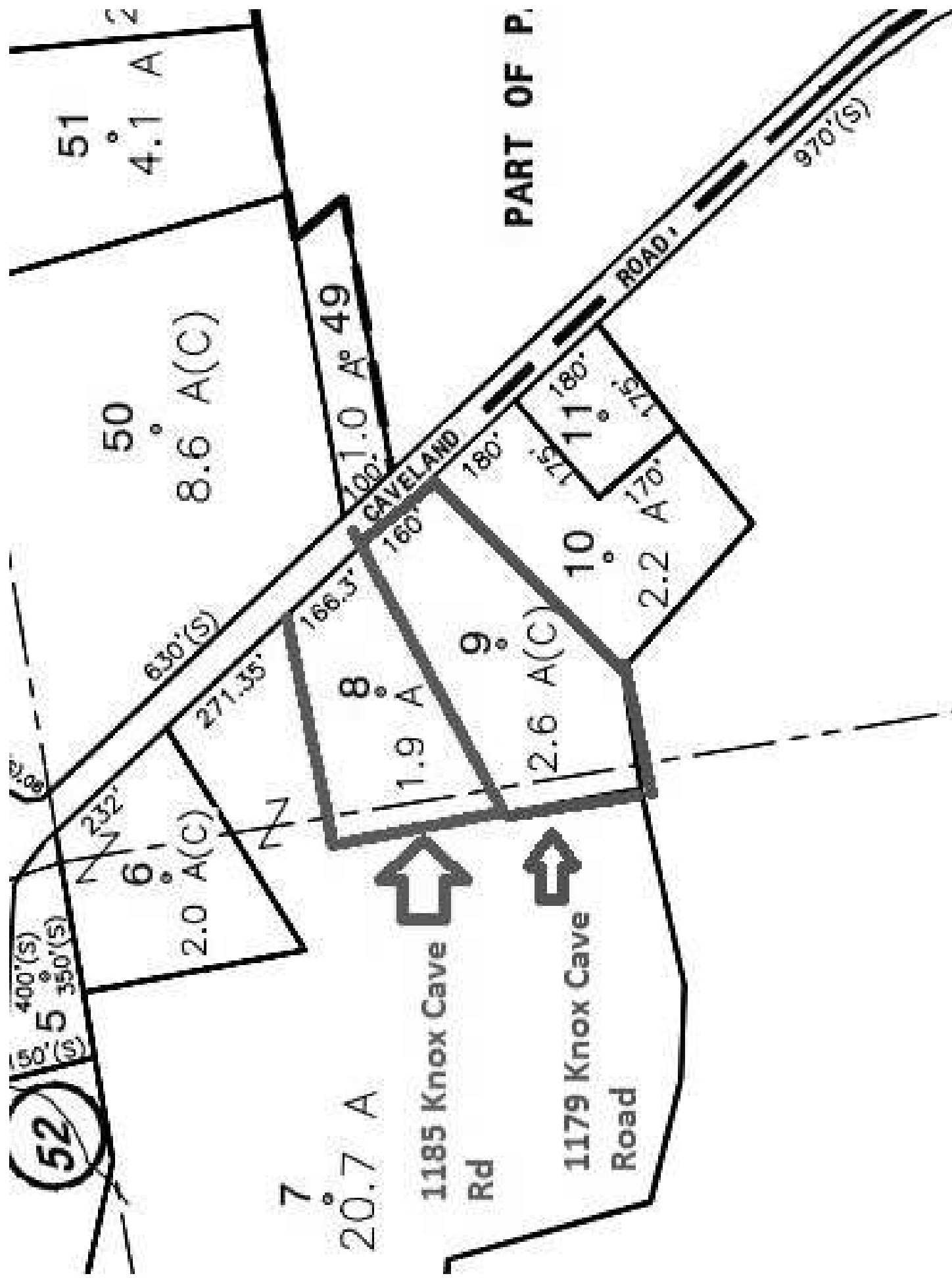
Not Applicable as properties were never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---September 13, 2023





Land Parcels (2022)

Municipality: Town of Knox
Parcel Location: 1185 Knox Cave Rd
Land Parcel: 46.-1-8
Owner Name: Shafer David Scott
Property Class Code: 210
Property Class Description: One Family Year-Round Residence
Year Built: 1970
School District Code: 012001
School District: Berne-Knox-Westerlo CSD
Acres: 1.90 ac.
Deed Reference: NOT AVAILABLE
Land Assessment: \$10,800.00
Total Assessment: \$51,600.00

[PDF Tax Map](#)

[Google Maps](#)

[Zoom to](#)



COUNTY OF ALBANY



Parcel Find

PARCEL: 046000000100800000000
LOCATION: 1185 KNOX CAVE RD
NAME: ** VARIOUS **

TAX LIEN - 2021
EFF DATE: 09/12/2023

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2022	RE-9	441	N	1185 KNOX CAVE RD	2,477.65	2,477.65	2,973.18
2021	TL-9	331	Y	1185 KNOX CAVE RD	2,726.90	2,726.90	3,527.51
2020	TL-9	265	Y	1185 KNOX CAVE RD	2,071.85	2,071.85	2,884.46
2019	TL-9	566	Y	1185 KNOX CAVE RD	2,090.28	2,090.28	3,134.84
2018	TL-9	2264	Y	1185 KNOX CAVE RD	2,045.85	2,045.85	3,284.03
2017	TL-9	278	Y	1185 KNOX CAVE RD	2,017.15	2,017.15	3,450.87
2016	TL-9	592	Y	1185 KNOX CAVE RD	1,963.70	1,963.70	3,632.30
2015	TL-9	222	Y	1185 KNOX CAVE RD	1,980.97	1,980.97	3,885.18
2014	TL-9	92	Y	1185 KNOX CAVE RD	889.99	889.99	1,545.38
2013	RE-9	297	N	1185 KNOX CAVE RD	560.53	0.00	0.00
2010	RE-9	1178	N	1185 KNOX CAVE RD	517.92	0.00	0.00
2009	RE-9	478	N	1185 KNOX CAVE RD	1,523.53	0.00	0.00
2008	RE-9	2059	N	1185 KNOX CAVE RD	453.63	0.00	0.00
2007	RE-9	1109	N	1185 KNOX CAVE RD	426.76	0.00	0.00
2006	RE-9	1139	N	1185 KNOX CAVE RD	1,245.20	0.00	0.00
2003	RE-9	79460	N	1185 KNOX CAVE RD	316.66	0.00	0.00
2002	RE-9	1784	N	1185 KNOX CAVE RD	765.35	0.00	0.00
2000	RE-9	75998	N	1185 KNOX CAVE RD	279.70	0.00	0.00
1997	TL-9	75997	Y	1185 KNOX CAVE RD	1,555.20	0.00	0.00
1996	TL-9	75996	Y	1185 KNOX CAVE RD	1,684.16	0.00	0.00
TOTAL DUE NOW							28,317.75
TOTAL UNPAID							18,264.34



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

September 13, 2023

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, 312 Orange Street to an abutting property owner.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

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

Sincerely Yours,

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-4602, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to Authorize the Conveyance of Tax Delinquent Foreclosed Property located in the City of Albany

Date:	September 13, 2023
Submitted By:	David Reilly
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Michael McLaughlin
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.

Original Awarding Agency / Funder:

Click or tap here to enter text.

New York State Pass-Through Agency (if applicable):

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: 382

Date of Adoption: 9/11/2023

Justification: (state briefly why legislative action is requested)

Legislative action is requested to authorize the transfer of tax foreclosed property located in the City of Albany, 312 Orange Street Tax Map No. 65.72-5-16 to an abutting property owner Mr. Lawrence D. Payne, 310 Orange Street, Albany, NY 12201 for \$1,500.00.

Mr. Payne and his family have resided next door to the property since 1985. During this time, he has seen the property abandoned and the house demolished. When needed Mr. Payne and his family has maintained this property by removing garbage, leaves and other debris and also in the winter by keeping the sidewalk free of snow and ice.

This transfer is in accordance with Resolution No. 29 of 2019, which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels ".

As part of this sale, Mr. Lawrence D. Payne will be subject to:

All closing costs

A pro-rated share of any current real property taxes which are owed on the property as of the closing date.

Honorable Daniel P. McCoy
Albany County Executive
112 State Street
12th Floor
Albany, NY 12207

March 21, 2023

RE: Interest in obtaining ownership of property at 312 Orange Street, Albany, NY 12210

Dear Honorable McCoy

I am writing this letter to indicate my intent in obtaining ownership of the vacant lot/property at 312 Orange Street. My family and I are very familiar with this property as we reside next door at 310 Orange Street to which I am the homeowner. My family and I have resided in our home since 1985. We knew the original homeowners and their family at the time for many years before they passed. The family tried to maintain the property as best they could before selling it in 2005. As the home went through multiple owners, it sat abandoned the entire time until it was torn down in April 2017. The home was dilapidated on the inside and because the home was directly next to ours, my family and I always kept the property up on the outside. During the winter months, we'd keep the sidewalks free of snow and ice and in the spring, summer and fall months, the home was kept clean from garbage, leaves and any other debris just as we did our own home. Even after the house was demolished in April 2017, we still maintained the property, making sure the newly vacant lot was free from the same debris as well as the sidewalks. If I can obtain ownership of the property, it would benefit the community because it would be a place to boost the community treasury through property taxes which supports infrastructure, education and other community projects. The property will consistently be maintained just as my property at 310 Orange Street has been maintained and not be a sight of blight. Also, it would become a part of my home where my family will enjoy spending time together and with others year-round. As of 2022, I saw that the land was assessed at a bit over \$1800 and valued at \$1500.00. I would like to offer \$1500.00 cash for the property.

Thank you kindly for your time

Lawrence D. Payne



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — City of Albany

Address of Properties —312 Orange Street

Tax Map Number—65.72-5-16

Property Description— Vacant Land

PROSPECTIVE BUYER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser- Lawrence D. Payne

City of Albany-310 Orange Street

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified Albany Code Enforcement Officer 3/20/2023

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 9/13/2023

COUNTY FORECLOSURE INFORMATION

Not Applicable as properties were never delinquent

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---September 13, 2023

✕

Land Parcels (2022)

Municipality: City of Albany

Parcel Location: 312 Orange St

Land Parcel: 65.72-5-16

Owner Name: Wisdom General Construction

Property Class Code: 311

Property Class Description: Residential Vacant Land

Year Built:

School District Code: 010100

School District: Albany City School District

Acres: 0.05 ac.

Deed Reference: 2017-8318

Land Assessment: \$1,500.00

Total Assessment: \$1,500.00

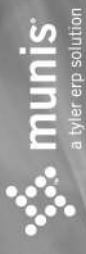
[PDF Tax Map](#)

[Google Maps](#)

[Zoom to](#)

...

COUNTY OF ALBANY



Parcel Find

PARCEL: 06507200050160000000
LOCATION: 312 ORANGE ST
NAME: *** VARIOUS **

TAX LIEN - 2018
EFF DATE: 08/14/2023

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2022	RE-E	4341	Y	312 ORANGE ST	37.23	37.23	41.84
2020	RE-E	5365	Y	312 ORANGE ST	37.04	37.04	50.09
2019	RE-E	4980	Y	312 ORANGE ST	262.33	262.33	279.28
2018	TL-1	1728	Y	312 ORANGE ST	38,016.89	38,016.89	64,628.71
2018	TL-E	820	Y	312 ORANGE ST	39.93	39.93	62.29
2017	TL-1	2005	Y	312 ORANGE ST	483.74	483.74	880.41
2017	TL-E	1541	Y	312 ORANGE ST	39.93	39.93	66.28
2016	TL-E	1735	Y	312 ORANGE ST	567.04	567.04	917.35
2015	TL-E	1273	Y	312 ORANGE ST	817.29	817.29	1,618.23
2013	RE-1	9370	Y	312 ORANGE ST	582.38	582.38	0.00
2013	RE-E	4374	Y	312 ORANGE ST	546.08	546.08	0.00
2012	RE-1	8688	Y	312 ORANGE ST	567.92	567.92	0.00
2012	RE-E	5529	Y	312 ORANGE ST	381.19	381.19	0.00
2011	TL-1	2709	Y	312 ORANGE ST	580.92	580.92	0.00
2011	TL-E	1705	Y	312 ORANGE ST	502.44	502.44	0.00
2010	TL-1	2008	Y	312 ORANGE ST	1,650.53	1,650.53	0.00
2010	TL-E	1391	Y	312 ORANGE ST	563.24	563.24	0.00
2009	TL-1	1880	Y	312 ORANGE ST	1,782.00	1,782.00	0.00
2009	TL-E	1357	Y	312 ORANGE ST	2,526.36	2,526.36	0.00
2008	TL-E	1491	Y	312 ORANGE ST	2,188.88	2,188.88	0.00
2008	TL-1	756	Y	312 ORANGE ST	1,096.08	1,096.08	0.00
2007	TD-R	77	Y	312 ORANGE ST	16,764.46	16,764.46	0.00
2007	TL-1	587	Y	312 ORANGE ST	619.37	619.37	0.00
2006	RE-1	6739	Y	312 ORANGE ST	617.02	617.02	0.00
2005	RE-E	3541	Y	312 ORANGE ST	878.73	878.73	0.00
2004	TL-E	564	Y	312 ORANGE ST	1,119.90	1,119.90	0.00
2004	RE-1	5338	Y	312 ORANGE ST	731.43	731.43	0.00
2003	TL-E	525	Y	312 ORANGE ST	1,059.48	1,059.48	0.00
2003	RE-1	112560	Y	312 ORANGE ST	623.05	623.05	0.00
2002	TL-E	627	Y	312 ORANGE ST	1,148.66	1,148.66	0.00
2002	RE-1	34546	Y	312 ORANGE ST	576.12	576.12	0.00
1999	TD-R	243	Y	312 ORANGE ST	6,401.16	6,401.16	0.00
1998	RE-E	24988	Y	312 ORANGE ST	699.35	699.35	0.00
1998	RE-1	24986	Y	312 ORANGE ST	986.55	986.55	0.00
1997	RE-E	24987	Y	312 ORANGE ST	1,250.31	1,250.31	0.00
1997	RE-1	24984	Y	312 ORANGE ST	865.39	865.39	0.00
1996	RE-E	24985	Y	312 ORANGE ST	1,188.68	1,188.68	0.00
TOTAL DUE NOW						68,544.48	
TOTAL UNPAID						40,301.42	



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

October 19, 2023

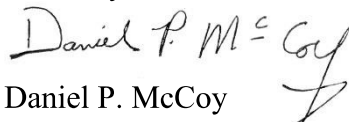
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

As part of the Albany County Solar Project the New York Power Authority provided Albany County a \$350,000 grant to support the development of the solar project at 897 Watervliet Shaker Road. The grant is being used as a 'down payment' to support the developers capital costs and thereby bring down the cost of energy being purchased by the County. The funds have been received by the County and we are now requesting authorization to transfer funds to the developer, Calibrant NY II, LLC

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-4773, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Contract with Calibrant NY II, LLC to Provide Grant Support for the Albany County Solar Project

Date: 10.19.2023
Submitted By: Lucas Rogers
Department: CEO
Title: Sustainability Coordinator
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

Calibrant NY II, LLC
One Urban Center at Westshore
4830 W. Kennedy Blvd.
Suite 600
Tampa, FL 33609

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: 350,000
Scope of Services: Pass through grant support from the New York Power Authority for the
Albany County Solar Project

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: A8020 4 4487 Energy Projects

Appropriation Amount: \$350,000

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.

Original Awarding Agency / Funder:

NYPA

New York State Pass-Through Agency (if applicable):

Click or tap here to enter text.

Term

Term: (Start and end date) 10/19/2023 - 10/18/2024

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: Resolution No. 171 for 2023

Date of Adoption: 5/8/2023

Justification: (state briefly why legislative action is requested)

As part of the Albany County Solar Project the New York Power Authority provided Albany County a \$350,000 grant to support the development of the solar project at 897 Watervliet Shaker Road. The grant is being used as a 'down payment' to support the developers capital costs and thereby bring down the cost of energy being purchased by the County. The funds have been received by the County and we are now requesting authorization to transfer funds to the developer, Calibrant NY II, LLC

RESOLUTION NO. 171

AUTHORIZING AN AGREEMENT WITH THE NEW YORK POWER AUTHORITY REGARDING THE CLEAN DISTRIBUTED ENERGY RESOURCE GRANT PROGRAM AND AMENDING THE 2023 ALBANY COUNTY BUDGET

Introduced: 5/8/23

By Conservation, Sustainability, and Green Initiatives Committee:

WHEREAS, NYS Public Authorities Law §1005(17) permits Albany County, a public entity, to enter into an energy services contract with the New York Power Authority (NYPA) for such energy-related projects, programs and services as authorized by Public Authorities Law, and

WHEREAS, The County Executive has requested authorization to enter into an agreement with the New York Power Authority regarding the Clean Distributed Energy Resource Grant Program in the amount of \$350,000 for a term commencing May 15, 2023 and ending May 14, 2026, and

WHEREAS, The County Executive has indicated that the grant funding will be used for the development of a 2.06 Megawatt DC solar array at 897 Watervliet Shaker Road in the Town of Colonie to begin the process of transitioning the County's electricity supply to renewable sources, and

WHEREAS The County Executive has also indicated that a budget amendment is necessary to incorporate said funds into the 2023 Albany County Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York Power Authority, White Plains, NY 10601, regarding the Clean Distributed Energy Resource Grant Program in the amount of \$350,000 for a term commencing May 15, 2023 and ending May 14, 2026, be it further

RESOLVED, That the 2023 Albany County Budget is amended as follows:

Create and Increase Revenue Account A8020 0 1640 Solar Agreement by \$350,000

Create and Increase Appropriation Account A8020.4 by \$350,000 by increasing line item A8020 4 4487 Energy Projects by \$350,000

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

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

Adopted by unanimous vote – 5/8/23

R. Joyce abstained.



NY Power Authority

SEND YOUR INVOICE TO:

NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200
APInvoices@nypa.gov

Page 1 of 4

COUNTY OF ALBANY
112 STATE ST
ALBANY NY 12207-2005
ATTN: DANIEL C. LYNCH

Your Vendor No. with us: 35644

PURCHASE ORDER

PO number : 4500359507 Date : 10/09/2023
Contact Person : TONY THOMAS
Telephone : 914-313-6729 Fax : 914-681-6783
E-Mail Address : Tony.Thomas@nypa.gov

Delivery Point:

NEW YORK POWER AUTHORITY - WPO
123 MAIN STREET
WHITE PLAINS NY 10601

Valid From	10/09/2023
Valid To	10/31/2025
Delivery date	10/13/2023

Deliv. terms: DDP DEST. FRGHT INCL IN PRICE

Payt. terms: NET DUE WITHIN 30 DAYS

Currency: USD

FOR FUNDING PURPOSES ONLY

THIS PURCHASE ORDER ("PO") NO.4500359507, EFFECTIVE OCTOBER 9, 2023, IS ISSUED TO THE ALBANY COUNNTY ("VENDOR") TO FUND UNDER THE CLEAN DISTRIBUTED ENERGY RESOURCE GRANT PROGRAM FOR THE ALBANY COUNTY - MULTIPLE LOCATIONS - SOLAR PV ADVISORY SERVICES PROJECT.AS REFLECTED IN LINE ITEM 00001 BELOW AND THE ATTACHED EXHIBIT.A-SCOPE OF WORK ;EXHIBIT.B- GRANT DISBURSEMENT REQUISITION FORM AND AGREEMENT BETWEEN POWER AUTHORITY OF THE STATE OF NEW YORK AND ALBANY COUNTY.

THE TOTAL NOT-TO-EXCEED AMOUNT FOR THIS PO IS \$350,000.00

VENDOR CONTACT INFORMATION:

VENDOR: ALBANY COUNTY
NAME : DANIEL C. LYNCH
EMAIL : DANIEL.LYNCH@ALBANYCOUNTYNY.GOV
CC : LUCAS.ROGERS@ALBANYCOUNTYNY.GOV



NY Power Authority

SEND YOUR INVOICE TO:

NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200
APIInvoices@nypa.gov

Page 2 of 4

COUNTY OF ALBANY
112 STATE ST
ALBANY NY 12207-2005

PO number/date
4500359507 / 10/09/2023

NYPA CONTACT INFORMATION

NAME : CHRISTINA IWANIW
EMAIL: CHRISTINA.IWANIW@NYPA.GOV
PHONE: 914-390-8031

VENDOR MUST E-SIGN THIS POR WITHIN FIVE (5) BUSINESS DAYS. FAILURE TO SIGN WITHIN FIVE (5) BUSINESS DAY MAY RESULT IN DELAYED INVOICE PAYMENTS.

NEW YORK POWER AUTHORITY
123 MAIN STREET
WHITE PLAINS, NY 10601
TONY THOMAS / STRATEGIC BUYER II
TONY.THOMAS@NYPA.GOV

Item	Order Qty.	Unit	Unit Price	Extended Price
00001	350,000	EACH	1	350,000.00
Provide a POR to Albany County under the Clean Distributed Energy Resource (DER) Grant Program for Project Q20-6961MH for the Albany County - Multiple Locations - Solar PV Advisory Services Project.				

Total Purchase Order Value USD 350,000.00

PO # MUST APPEAR ON ALL DOCUMENTS, PACKING SLIPS, INVOICES AND CORRESPONDENCE

INVOICING INSTRUCTIONS:

- A. Invoices for compensation shall be submitted in accordance with the payment terms stated in the Purchase Order or Purchase Order Release.
- B. Invoices shall be payable by the Authority in accordance with the provisions of its Prompt Payment Policy. Invoices shall be subject to post-audit by the Authority and adjustment, if necessary. Such



NY Power Authority

SEND YOUR INVOICE TO:

NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200
APIInvoices@nypa.gov

Page 3 of 4

COUNTY OF ALBANY
112 STATE ST
ALBANY NY 12207-2005

PO number/date
4500359507 / 10/09/2023

adjustment shall be applied against the invoices next received after the amount of the adjustment has been determined. Where time charges are a basis for compensation, no payment will be made by the Authority for time charges which cannot be supported by applicable time card information and/or other records relating to the actual time Contractor's personnel were engaged in providing the Services (Work). Invoices for reimbursable costs, if any are required to be paid hereunder, shall be supported by relevant documentation.

C. Electronic submission of invoices are preferred. However, paper invoices are accepted as a secondary method.

D. In order to be paid electronically with Automated Clearing House (ACH) The Authority requires 2 Documents;

1. The Contractor is requested to provide on company letterhead, signed by a financial official within ten (10) days of execution of this Contract with the following required information:

- . Bank Name
- . Bank Account Name
- . Bank ABA No.
- . Bank Account No.
- . Remittance Address
- . Accounts Receivable Department email, phone and fax

2. In addition, The Authority requires a letter from the supplier's bank showing the following:

- . Bank Name
- . Bank Account Name
- . Bank ABA No.
- . Bank Account No.
- . Bank Representative's name and contact information

Send your Request Directly to the attention of SRM@nypa.gov while cc'ing the current NYPA employee you received the document from.

Note: It is very important to provide ACH Bank Instructions not Wire Transfer Bank Instructions.



NY Power Authority

SEND YOUR INVOICE TO:

NEW YORK POWER AUTHORITY
Attn: ACCOUNTS PAYABLE
PO BOX 437
WHITE PLAINS, NY 10602
(914) 681-6200
APIInvoices@nypa.gov

Page 4 of 4

COUNTY OF ALBANY
112 STATE ST
ALBANY NY 12207-2005

PO number/date
4500359507 / 10/09/2023

E. A proper invoice shall adhere to the following requirements:

- . The Purchase Order (PO) number. PO numbers usually start with "4500" or "4300" and are followed by six additional digits (i.e., 4500123456 or 4300123456)
- . Each invoice line item that corresponds to the specific PO line item number in the Contract Document
- . Written in English, clear, legible and in U.S. currency
- . Invoice must be billed to New York Power Authority
- . Subject Line must include Vendor name, Purchase Order Number
- . Purchase Order must be valid or invoice will be rejected; do not indicate outdated PO #
- . All submissions must be in PDF format only
- . Each invoice including all related back-up must be submitted as a Single PDF document
- . Multiple Invoices may be sent as individual PDF attachments to one email
- . PDF Invoice: only black / white; do not submit any in color
- . Freight over \$100 must include a copy of the freight bill along with the invoice
- . Do not send statements or inquiries to the automated inbox; only PDF invoices

Signature: John L. Canale
John L. Canale (Oct 18, 2023 13:47 EDT)

Email: john.canale@nypa.gov

NYPA Authorized Signature and Date

Signature: Daniel Lynch
Daniel Lynch (Oct 18, 2023 13:45 EDT)

Email: daniel.lynch@albanycountyny.gov

Vendor Acknowledgement Signature and Date

Acceptance of this order shall constitute
acceptance of terms and conditions which
follow and any attachments hereto.

EO 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

Contractor:

By:

Name:

Title:

Signature:

Daniel Lynch
Daniel Lynch (Oct 18, 2023 13:45 EDT)

Email: daniel.lynnch@albanycountyny.gov

RFP or PO/POR No.: 4500359507

EXHIBIT A

SCOPE OF WORK

Albany County is working towards the achievement of numerous State goals, including the reduction of energy use intensity at their facilities of producing 70% of New York's electricity using renewable energy resources by 2030. In support of the goals, Albany County and the New York Power Authority have entered into an agreement working towards the installation of a solar PV systems at various County facilities.

The Authority was engaged by the County to support the procurement process for a renewable energy developer. The recommended developer would be responsible for site design, including final PV system size each project site. The County will then enter into a Power Purchase Agreement ("PPA") for each project location, under which the developer will own, maintain, and operate the solar array, while the County purchases the energy produced from the solar array.

After award the portfolio lost a majority of the project sites due to unforeseen conditions and project economics. The remaining location's capacity had been reduced along with facing other items highlights below:

- FAA review dictates 250 ft exclusion zone around radar tower requiring system re-design, and reduction in capacity
- Interconnection process results in higher than anticipated interconnect costs
 1. Utility guidance if project sized at or below 1.87MWdc interconnect costs reduced substantially
- Solar panel prices increased ~40% in Q1-2022 due to Department of Commerce investigation into dumping of Chinese panels
- Inflationary pressure
- Significant cost inflation for materials (racking, wiring, etc.) combined with project size reduction of ~50% has increased construction costs materially
- The Q3 2022 price did not include an assumed PILOT fee. The Q1 2023 price included an assumed PILOT fee of \$3,399/MWac per year (middle of the NYSERDA proposed range)
- The engineering procurement and construct ("EPC") price has increased materially, and the delivery schedule has extended out.

The Grant fund will only be made payable directly to Albany County after the project has received Committee review for Legislative approval. The County is to provide the Authority with a copy of the executed Power Purchase Agreement, the Permission to Operate from the utility and Commercial Operation Date from the vendor to show successful implementation of the project. The funds are to be returned to the Authority if no project from RFP Q20-6961MH is successfully implemented and operational by the termination date set forth in the Grant Agreement.

EXHIBIT B

GRANT DISBURSEMENT REQUISITION FORM

New York Power Authority
Attn.: Accounts Payable
Email: APInvoices@NYPA.gov

*With a **copy** of such Grant Disbursement Requisition Form to:*

New York Power Authority
123 Main Street
White Plains, NY 10601
Attn: _____

RE: INSERT PROJECT NAME
 NAME OF GRANTEE ("Grantee")

Dear Accounts Payable/Mr. or Ms. _____:

Enclosed please find _____'s (insert name of Grantee) request
for payment/reimbursement, in the amount of
\$_____, representing Grantee's request for:

- ☐ An initial disbursement of Grant Funds as described in the Grantee's General Project Plan;
- ☐ A subsequent disbursement of Grant Funds for eligible expenses as described in the Grantee's General Project Plan; or
- ☐ Final disbursement of Grant Funds.

CERTIFICATION

I hereby warrant and represent to the Power Authority of the State of New York ("Authority") that:

- 1) To the best of my knowledge, information and belief, the expenditures for which the Grantee is seeking payment and/or reimbursement comply with the requirements of

the Agreement between Authority and the Grantee, are eligible expenses, and do not duplicate reimbursement or disbursement of costs and/or expenses from the Authority or any other source. These findings will be subject to audit by the Authority or any Authority representative or designee.

- 2) I have the authority to submit this payment requisition on behalf of the Grantee. The Project, or portion thereof for which this invoice relates, has been completed in the manner outlined in the Agreement.
- 3) There have been no materially adverse changes in the financial condition of the Grantee, except as disclosed in writing to Authority as of the date of submission of the Application to the date hereof.
- 4) All prior Grant Funds that have been disbursed by Authority and expended by the Grantee prior to the date hereof have been used by Grantee for the purposes set forth in the approved scope of work.

Signature: _____

Print Name: _____

Date: _____

Name of Entity: _____

Title: _____

AGREEMENT BETWEEN
POWER AUTHORITY OF THE STATE OF NEW YORK
AND
ALBANY COUNTY

NYPA Agreement No.: 4500359507

This Agreement, dated this 9th **DAY** of October **MONTH**, 2023, between the Power Authority of the State of New York (the “Authority”), an Authority created pursuant to Chapter 772 of the New York Laws of 1931 and existing under Title I of Article V of the New York Public Authorities Law (“PAL”), having an office and place of business at 123 Main Street, White Plains, NY 10601, and Albany County (“Grantee”), an Authority customer within the State of New York having a place of business at 112 State Street, Albany, NY 12207. Authority and the Grantee are from time referred to in this Agreement as “Party” or collectively as “Parties”.

WHEREAS, consistent with Public Authorities Law §1005(17), on December 11, 2018 the Authority’s Trustees authorized funding for the Clean Distributed Energy Resource Grant Program (“DER Program”) which was designed to help advance distributed energy resource projects by providing supplemental funding for innovative distributed energy resource projects including, but not limited to, solar photovoltaic (“PV”), solar plus battery storage, microgrids, standalone storage and smart inverter functionality; and

WHEREAS, Authority’s Trustees authorized \$5,000,000 in non-recoverable grant funding to Authority eligible customers under Public Authorities Law §1005(17); and

WHEREAS, Grantee is an eligible entity under Public Authorities Law §1005(17) and the Authority has elected to award Grantee funding in the amount of \$ 350,000 subject to the terms and conditions contained herein; and

WHEREAS, Grantee desires to accept the Grant subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties agree as follows:

1. The Project

The project is described in the approved scope of work which is attached hereto as Exhibit "A," the terms and conditions of which are hereby incorporated into this Agreement (hereinafter the "Project").

The Grantee Will:

- (a) Complete the Project in accordance with the requirements set forth in this Agreement; and
- (b) comply with all reasonable directives from Authority; and
- (c) submit reports and comply with the reporting obligations set forth in this Agreement.

2. Grant Funds

Subject to Grantee's compliance with the terms and conditions of this Agreement as well as all attachments hereto, the Authority agrees to make available to the Grantee up to a maximum of \$ 350,000 (the "Grant"). The Grant will be paid to Grantee in accordance with the schedules and milestones, if any, set forth in Exhibit "A".

The Grant will be used solely for the payment of costs incurred by Grantee in connection with distributed energy resource ("DER") project set forth in Exhibit "A" (hereinafter "Eligible Costs"). The Eligible Costs will be subject to audit by the Authority or the Authority's representatives or designees. Grantee acknowledges and agrees that it will remain responsible for any and all costs associated with implementation of the Project that are not covered by the Grant.

Grantee agrees to participate in a case study which will be written by the Authority or its consultants. Grantee will provide assistance and feedback to aid the Authority or its consultants in evaluating the DER Program. The case study may be published on the Authority's website and in journals or websites of the Authority's choosing. The case study will include technical, contractual and financial details of the Grantee's experience in establishing a clean distributed energy resource project.

3. Term of Agreement

The term of this Agreement ("Term") shall commence upon date set first forth above and will terminate upon the earlier of the following (i) receipt of commercial

operation date notice from Grantee or (ii) three years from the date set first set forth above (the "Termination Date") unless earlier terminated in accordance with Section 10 below. No disbursements of Grant funds will be made by Authority to the Grantee after the Termination Date. Any Grant funds that were not disbursed prior to the Termination Date or any extension thereof shall revert to the Authority.

4. Disbursement of Grant Funds

Subject to the terms and conditions contained in this Agreement, the Authority will disburse Grant funds to the Grantee in accordance with the criteria and milestones, if any, set forth in Exhibit "A", in accordance with the following:

- (a) The Authority will disburse Grant funds to the Grantee for (i) eligible Project expenditures actually incurred or (ii) proposed expenditures to be incurred by the Grantee when the Authority has authorized advance disbursements as provided for in Exhibit "A". Disbursements will be made upon submittal to the Authority of a Funds Disbursement Requisition Form, together with such supporting documentation as the Authority may require, in the form attached to this Agreement as Exhibit "B".
- (b) In no event will the Authority make any payment which would cause the Authority's aggregate payment of Grant funds to exceed the Grant identified in Section 2.

Payment will be made within 30 days of the last day the Authority receives all of the documents specified in Section 4(a) and any additional documentation that the Authority may require. All payments by the Authority are subject to the rules and regulations established by the Authority under Public Authority Law § 2880.

All payments are subject to correction and adjustment upon audit or any disallowance. Grantee agrees to reimburse the Authority for Grant funds disbursed to the Grantee but subsequently disallowed under the terms of this Agreement.

The Grant, and/or any portion thereof, may be subject to recapture as provided below under the provision entitled Default, Termination and Recapture.

In the event that Grantee fails to meet the criteria or milestones set forth in Exhibit "A" for the disbursement of the Grant, and as a result the Grant funds are not fully disbursed within the times established for doing so in Exhibit "A", the remaining Grant funds will revert to the Authority. All unexpended Grant funds shall revert

to the Authority upon Project completion. Receipt of Grant funds hereunder does not guarantee that Grantee will be eligible for future grant funding from the Authority.

5. Conditions Precedent to Disbursement of Grant Funds

No Grant funds shall be disbursed to the Grantee unless it is in compliance with the provisions of this Agreement, and the following additional conditions have been satisfied:

- (a) Grantee provides documentation evidencing the satisfaction of the requirements set forth in Section 11 regarding compliance with the State Historic Preservation Office of the New York State Office of Parks, Recreation and Historic Preservation (“SHPO”), if applicable.
- (b) Grantee has complied with all reporting obligations hereunder.
- (c) Evidence of matching contributions (if applicable).
- (d) Grantee has returned a copy of the fully executed Agreement to the Authority Procurement Manager specified on the cover purchase order associated with this Agreement.

6. Reporting Obligations

Reporting is used by Authority to determine the Grantee’s compliance with the terms of this Agreement. Failure to timely submit reports, as required hereunder or as requested by the Authority, will be considered an “Event of Default” (as defined herein), and may result in the discontinuance of funding for the Project or the recapture of the Grant in the Authority’s sole discretion. The following minimum reporting criteria is expected to be included in each report:

- (a) Identifying information, including but not limited to Grantee name, Project name, Grant Program and amount of Grant. Also state whether the report is an interim report (by number) or the final report.
- (b) Describe the goals of the Project, including dates of commencement and completion, and achieved milestones, etc.
- (c) Describe the steps implemented to achieve those goals, milestones, etc.
- (d) Evaluate the Project’s overall effectiveness.
- (e) Describe any challenges or unexpected events that arose in implementing the Project.
- (f) A description of actual costs as compared to budgeted costs, and an updated

budget, if necessary.
(g) An estimated completion date.

During the Term, the Authority may request additional information and documentation from Grantee detailing its activities, general use of the Grant and any other information which Authority may deem relevant concerning the Grant and the Project. The Grantee shall provide Authority with copies of all requested documentation within ten (10) business days of a request from Authority.

Interim reports for the Project are required to be submitted to the Authority: (a) with any Grant Disbursement Requisition Form; (b) as required by the PPA; and (c) as otherwise requested by the Authority.

In addition to any other report required by this Section or the PPA, the Grantee will submit a final report (the "Final Report") to the Authority demonstrating that the Grantee has met the Project's goals, including but not limited to (a) how the Project was implemented, (b) the results of the Project, (c) any challenges overcome during Project implementation, and (d) any additional information requested by the Authority. **In addition to the foregoing, the Final Report must contain a certification from the Grantee's designated representative stating that the Project has been completed in accordance with Exhibit "A".** The final disbursement of Grant funds will not be made unless or until the Final Report is approved by the Authority.

7. Authority's Review of the Project

In consideration for the Grant, the Authority may review the Project that is being performed with Grant funds, and Grantee agrees to make its employees, records and facilities associated with the Project available for interview and observation by authorized representatives of Authority. Authority, in its sole discretion, may observe the Project in such manner and at such times as it deems necessary and appropriate.

8. Project Data

Upon request, Grantee shall provide the Authority with Project-related data, including, but not limited to, energy production and usage data, Project costs, labor hours to complete the Project, relevant design drawings and specifications, energy savings, reductions in green-house gas emissions, and related data.

9. Representations, Warranties and Covenants

Grantee represents, warrants and covenants that:

- (a) It has been vested with the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) This Agreement was duly authorized, executed and delivered by the Grantee and is binding and enforceable against the Grantee in accordance with its terms.
- (c) Grantee is in compliance, and shall continue to comply, in all material respects with all applicable laws, rules, regulations and orders, including those that are necessary for the Project to proceed through to completion.
- (d) The information submitted by Grantee to the Authority in connection with the Project and the Grant, including any amendments or supplements thereto that may have been made with the Authority's consent, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in any documentation or information submitted to the Authority from the Grantee, the stricter or stringent provision as it relates to the Grantee's obligations hereunder shall govern. Grantee hereby acknowledges that, in making the award of the Grant and disbursement of the funds, the Authority and its respective designees have relied on the statements and representations made by Grantee. Grantee hereby represents and warrants that it has made no material misstatement or omission of fact to the Authority in connection with the award of the Grant and, except as otherwise disclosed in writing to Authority or its designees, there has been no adverse material change in the financial condition of Grantee and that all other information submitted to the Authority concerning the award of the Grant continues on the date hereof to be materially correct and complete.
- (e) Grantee will neither hold itself out as, nor claim to be an officer, employee, agent or representative of the Authority by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of the Authority, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
- (f) Neither Grantee nor any of its elected officials or governing body or its employees have given anything of value to influence any official act or the

judgment of any person in connection with the award of the Grant or the performance of any of the terms of this Agreement.

- (g) There are no actions, suits or proceedings or, to the knowledge of Grantee, threatened against, or affecting Grantee before any court, governmental entity or alternative dispute resolution tribunal, which may, in any one case or in the aggregate, materially adversely affect (i) the financial condition, operations, properties or business of the Grantee or (ii) the Grantee's ability to perform its obligations under this Agreement, in each case except as may have been disclosed in writing to Authority or its designee.
- (h) The Grant funds shall not be used in any manner for any of the following purposes:
 - a. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;
 - b. religious worship, instruction or proselytizing as part of, or in connection with, the performance of this Agreement; or
 - c. payments to any firm, company, association, corporation or organization in which an elected official or employee of Grantee or any officer, or a member of the immediate family of any elected official or employee of Grantee has any ownership, control or financial interest. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five (5) percent of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above.
- (i) The Grant shall be used solely for Project expenses in accordance with the terms and conditions of this Agreement and will not duplicate reimbursement of costs and services received from other sources. No materials, if any, purchased with the Grant funds will be used for any purpose other than advancing the Project, as set forth in the approved PPA.

10. Default, Termination and Recapture

Events of Default

Each of the following shall constitute an “Event of Default” by Grantee under this Agreement:

- (a) Failure to perform or observe any obligation or covenant of Grantee contained herein to the reasonable satisfaction of the Authority and within the time frames established under this Agreement.
- (b) Failure to comply with any reasonable request made by the Authority, or its designees, for information (i) to determine compliance by Grantee with the terms of this Agreement, including but not limited to compliance with reporting obligations, or (ii) as otherwise reasonably requested by the Authority, in connection with the Grant.
- (c) The making by Grantee of any false statement or the omission by Grantee to state any material fact in or in connection with this Agreement or the Grant.
- (d) Failure of Grantee, for any time period, to comply with the reporting obligations set forth in Section 6 of this Agreement.
- (e) A default, beyond any applicable grace period, by Grantee, or any political subdivision that Grantee directly or indirectly controls, under any other agreement with the Authority.
- (f) Any manifestation, on the part of Agency, of an intention either: (i) to terminate and/or (ii) to restructure, under the terms of any bankruptcy or insolvency statute or law, its operations at the Project. This includes, without limitation, the announced or actual cessation of work activities at the Project, the initiation of proceedings under any dissolution statute, or the execution of an assignment for the benefit of creditors, or the solicitation of any composition or arrangement with creditors, or the issuance of “closing” or “termination” notices to employees under any state or federal statute, or the filing of any voluntary petition under any chapter of the United States Bankruptcy Code, or the failure by Agency to obtain the dismissal, within sixty (60) days of filing, of any involuntary proceeding brought under any chapter of the United States Bankruptcy Code.

- (g) The liquidation or dissolution of the Grantee.
- (h) Any abandonment or discontinuation of the Project.
- (i) Any material adverse change to the business, financial condition, prospects, assets or results of operation of the Grantee.

Termination and Recapture

Upon written notice to Grantee of the occurrence of an Event of Default (which notice will specify the nature of the default), the Authority has the right to terminate this Agreement, cease all future disbursements of the Grant, and recapture all prior funds disbursed under this Agreement, provided however, that if the default is pursuant to paragraph 10(a), 10(b), 10(d) or 10(e), no default shall be deemed to have occurred if Grantee cures such default within ten (10) days of written notice of default from the Authority, or if the default pursuant to paragraph 10(a), 10(b), 10(d) or 10(e) cannot reasonably be cured within such ten (10) day period, Grantee commences to cure such default within the ten (10) day cure period and cures the default within thirty (30) days after the initial written notice of default, provided further that the Authority shall not be obligated to make any disbursements during any such cure period. Defaults occurring under the terms and provisions of paragraphs 10(c) and 10(f) are not subject to the cure provisions provided herein.

Upon termination of this Agreement for default, the Authority may (i) withhold any Grant funds not yet disbursed and (ii) require repayment of any funds disbursed to Grantee in accordance with this Agreement. If such funds are not repaid within five (5) business days, the amount required to be repaid shall bear interest at a rate of prime plus three (3%) percent, but in no event shall the interest payable to the Authority exceed the amount permitted by New York law. Notwithstanding the foregoing, if Authority determines that any Grant funds were previously released based upon fraudulent representations or upon other willful misconduct by the Grantee, the Authority may require repayment of all Grant funds and may refer the matter to the appropriate authorities for prosecution. The Authority shall be entitled to exercise any other rights and seek any other remedies provided by law.

11. Consultation with the State Historic Preservation Office

Grantee shall provide evidence to the Authority that it has consulted with the State Historic Preservation office of the New York SHPO, and that SHPO has determined that the Project will not or has not caused any change in the quality

of any historic, architectural, archeological or cultural property that is listed on the National Register of Historic Places or is listed, or is eligible to be listed, on the State Register of Historic Places (SHPO may be contacted at the New York State Office of Parks, Recreation and Historic Preservation, Field Services Bureau, Peebles Island, P.O. Box 189, Waterford, New York 12188-0189; telephone (518) 237-8643).

The Authority will not disburse any funds for construction or implementation of the Project, unless and until Grantee furnishes the Authority with satisfactory documentary evidence that (a) Grantee as consulted with SHPO or (b) an explanation as to why the Grantee may proceed without SHPO approval.

12. Books and Records; Project Audit

Books and Records

The Grantee shall maintain accurate records and accounts of all financial transactions entered into by the Grantee which shall show in detail all expenditures made by the Grantee. Such records and accounts shall include, without limitation, property, personnel, and financial records, cash receipts of disbursements, journals, and general subsidiary ledgers. All records and accounts shall be maintained in accordance with generally accepted accounting standards.

Project Audit

The Grantee shall permit the Authority, its authorized representatives or its designees, the Comptroller of the State of New York and other authorized representatives of the State of New York to examine all records and accounts relating to the Project, the financial transactions of the Grantee in relation to the Project, and the expenditure of the Grant funds for the Project and all other funds secured and services rendered for the benefit of the Grantee. Such inspection and audit shall be at the Grantee's place of business during normal business hours. The Grantee shall maintain all records relating to the Project and this Agreement for not less than six (6) years after the date of Project completion.

The Grantee shall notify Authority, within five (5) days of receiving information relating to the commencement of any audit by any governmental agency of any of the Grantee's activities concerning the Project. Grantee shall provide the Authority with a copy of any such audit reports received from any governmental agency which affected the Grantee's activities or finances during the Term.

13. Publicity

(a) Public Announcements. No marketing, publicity, promotion or advertising

regarding this Agreement, or any project undertaken pursuant to this Agreement, will be issued by either Party without the other Party's prior written approval, which approval will not be unreasonably withheld. Any responses to news media inquiries developed by either Party, related to the Agreement, must be coordinated with the other Party for review and approval. Letters, speeches, news and/or press releases, articles for publication, etc. related to this Agreement, or any project undertaken pursuant to this Agreement, will be coordinated among the Parties for review and approval prior to release. Any and all public communications, whether verbal or written, must be submitted for prior review and approval among the Parties. The Grantee and the Authority agree to abide by these terms regarding public announcements for a period of two (2) years following the later of the termination of this Agreement or the conclusion of any project undertaken pursuant to this Agreement. Notwithstanding the foregoing, the Authority may disclose to any third-party, without notice to or consent of Grantee, the identity of the Project (including a brief statement describing the Project), any applicable Authority program, State program or other initiative under which the Project is implemented, and the identity of the Grantee or any other party supporting the Project.

(b) Signage. The Parties agree that the Authority may, at no cost to Grantee, install and maintain appropriate publicity signage at or in the vicinity of a Project. Grantee will cooperate with the Authority, and/or any third-party vendor(s) designated by the Authority, by timely responding to any questions regarding the design, manufacture, installation, maintenance, and removal of the signage and timely notify the Authority and/or any third-party vendor(s) designated by the Authority of any damage that may occur to the signage. The signage may include the identity of the Project, including a brief statement highlighting the Project, any applicable Authority program, State program or other initiative under which the Project is implemented and the identity of the parties supporting the Project, including those parties' respective logos. The Authority has final approval of signage text and graphics. The signage is intended to be placed in an area with significant public visibility within proximity to the Project. The Authority will be responsible for removing the signage at its expense within a reasonable period of time past the conclusion of a Project, or such earlier time as the Authority deems it appropriate, unless otherwise directed by Grantee in writing in which case removal will occur at Grantee's expense.

14. Notices

All notices, demands, requests or other communications permitted or required hereunder shall be in writing and shall be transmitted either:

- (ii) by certified or registered United States mail, return receipt requested;

- (ii) by personal delivery;
- (iii) by expedited delivery service; or
- (iv) first class mail.

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

**POWER AUTHORITY OF THE
STATE OF NEW YORK:**

Contact Name:	Fabio Mantovani
Title:	VP, NYPA Ventures
Address:	123 Main Street, White Plains, NY 10601
Telephone Number:	(914) 287-3509

CUSTOMER:

Contact Name:	Daniel C. Lynch, Esq.
Title:	Deputy County Executive
Address:	112 State Street, Room #1200, Albany, NY 12207
Telephone Number:	(518) 447-7040

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service, first class, certified or registered United States mail, as of the date of mailing to the address provided herein.

The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving 15 days written notice to the other Party sent in accordance herewith. Additional or alternate individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

15. Executory Clause

This Agreement shall be deemed executory only to the extent of money available to the Authority for the performance hereto which has not been revoked,

rescinded or suspended pursuant to the terms of this Agreement, and no liability on account thereof shall be incurred by the Authority beyond money made available for the purpose thereof.

16. Liability and Indemnification

The Authority shall in no event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project. To the maximum extent permitted by law, the Grantee agrees to defend, indemnify and hold the Authority and its respective agents, employees, officers and Trustees (collectively, the “Indemnitees”) harmless from and against any and all such claims, liability, costs, damages or expenses (including counsel fees) other than that caused by the gross negligence of the Indemnitees. This Section shall survive termination of this Agreement.

17. Compliance with Laws and Regulations

Grantee will perform all Projects in accordance with all applicable federal, state and local laws, rules and requirements, including applicable environmental laws.

18. No Assignment

Grantee may not assign or transfer this Agreement or any of its rights hereunder. Any such purported assignment shall be void.

19. No Waiver

No waiver of any of the Authority’s rights arising under this Agreement, or any other source, can occur unless such waiver is in writing and signed by the Authority and such written document manifests a clear and unequivocal intent by the Authority to waive its contractual or other legal rights. The Authority may not be estopped from asserting any of its legal rights, including but not limited to its rights under this Agreement, unless the Authority has signed a written document that clearly and unequivocally states that Grantee may detrimentally rely upon the terms of such written document. Absent such written document, there shall be no estoppel against the Authority and Grantee’s alleged detrimental reliance shall be deemed to be unreasonable.

20. Modification

This Agreement may be modified only by a written instrument executed by the Parties hereto.

21. Invalid Provisions

In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

22. Order of Precedence

In the event of an ambiguity or conflict among or between any provision of Exhibit “A” and any provision of this Agreement, then the more strict or stringent provision as it relates to Grantee’s obligations hereunder shall govern.

23. Survival of Provisions

The Parties agree that: (a) the provisions of Sections 8, 10, 12, 13, 14, 16, 24 and 25 shall survive the expiration or early termination of this Agreement and (b) such expiration or early termination shall not serve to limit, alter or modify any of Grantee’s obligations or responsibilities under the aforesaid Sections, and the Authority’s rights under such Sections. It is further agreed that notwithstanding the expiration or early termination of this Agreement, the Authority shall nevertheless retain the right to pursue, through and until the expiration of any applicable period of limitations established under the statutory or common law of the State of New York, any claim or claims arising from any Section of this Agreement including but not limited to the above referenced Sections 8, 10, 12, 13, 14, 16, 24 and 25 of this agreement, the expiration or early termination of this Agreement shall not constitute a defense to any such timely filed claim or cause of action that is asserted by or on the behalf of the Authority.

24. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without the aid of any presumption or other rule of law regarding construction against the Party drafting this Agreement or any part of it. The Parties agree that any action or proceeding commenced in connection with this Agreement will be brought in a court of competent jurisdiction located in Albany County, New York.

25. Litigation Costs

In any action or proceeding that involves the enforcement of the terms and conditions of this Agreement, Grantee will pay all of the Authority’s costs

Clean Distributed Energy Resource Grant

Page 14

including, without limitation, attorneys' fees.

26. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and supersedes any and all prior agreements, understanding and negotiations or discussions, either oral or in writing, whether express or implied, by and between the Parties hereto.

27. Counterparts and Electronic Signature

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed electronically or by signature affixed by hand by their authorized representatives and is effective on the date first written above.

NEW YORK POWER AUTHORITY

Signature: John L. Canale
John L. Canale (Oct 18, 2023 13:47 EDT)

Email: john.canale@nypa.gov

John Canale
SVP, Strategic Supply Management
New York Power Authority

ALBANY COUNTY

Signature: Daniel Lynch
Daniel Lynch (Oct 18, 2023 13:45 EDT)

Email: daniel.lynch@albanycountyny.gov

Daniel.C.Lynch
Deputy County Executive
Albany County



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

October 19, 2023

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to provide one-time fit up and startup costs such as purchase of furniture, facility repairs, general maintenance, and staff orientation for the re-opening of Mercy House, which served as a shelter for women and children.

The facility shut down recently due to cost, staffing and condition issues. This request will partner with Interfaith Partnership for the Homeless to bring in a reputable and experienced provider to develop a sustainable model for continued operation. The reopening will bring close to 20 homeless beds back online in time for code blue season.

The County Executive's Office respectfully requests approval. If you have any questions or need additional information, please do not hesitate to contact my office.

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-4770, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action for a one time fit-up funding from the Community Improvement Fund to Interfaith Partnership for the re-opening of Mercy House

Date: October 18, 2023
Submitted By: Joseph Bonarrigo
Department: County Executive's Office
Title: Policy Analyst
Phone: Click or tap here to enter text.
Department Rep.
Attending Meeting: Mike McLaughlin

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☒ Other: (state if not listed) Funding appropriation to community provider

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

New

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

Interfaith Partnership for the Homeless
176 Sheridan Ave Albany NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$250,000.00
Scope of Services: One time fit-up cost to re-open Mercy House

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.8020.44976

Appropriation Amount: \$250,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 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: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

This request is to provide one-time fit up and startup costs such as purchase of furniture, repairs, paint, general maintenance, and staff orientation for the re-opening of Mercy House, which served as a shelter for women and children. The facility shut down recently due to cost, staffing and condition issues. This request will partner with Interfaith Partnership for the Homeless to bring in a reputable and experienced provider to develop a sustainable model for continues operation. The reopening will bring close to 20 homeless beds back online in time for code blue season.



County of Albany

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

Legislation Text

File #: TMP-4770, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action for a one time fit-up funding from the Community Improvement Fund to Interfaith Partnership for the re-opening of Mercy House

Date: October 18, 2023
Submitted By: Joseph Bonarrigo
Department: County Executive's Office
Title: Policy Analyst
Phone: Click or tap here to enter text.
Department Rep.
Attending Meeting: Mike McLaughlin

Purpose of Request:

- ☐ Adopting of Local Law
- ☐ Amendment of Prior Legislation
- ☐ Approval/Adoption of Plan/Procedure
- ☐ Bond Approval
- ☐ Budget Amendment
- ☐ Contract Authorization
- ☐ Countywide Services
- ☐ Environmental Impact/SEQR
- ☐ Home Rule Request
- ☐ Property Conveyance
- ☒ Other: (state if not listed) Funding appropriation to community provider

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

New

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):

Interfaith Partnership for the Homeless
176 Sheridan Ave Albany NY 12210

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$250,000.00
Scope of Services: One time fit-up cost to re-open Mercy House

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.8020.44976

Appropriation Amount: \$250,000.00

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 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: Click or tap here to enter text.

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

Justification: (state briefly why legislative action is requested)

This request is to provide one-time fit up and startup costs such as purchase of furniture, repairs, paint, general maintenance, and staff orientation for the re-opening of Mercy House, which served as a shelter for women and children. The facility shut down recently due to cost, staffing and condition issues. This request will partner with Interfaith Partnership for the Homeless to bring in a reputable and experienced provider to develop a sustainable model for continues operation. The reopening will bring close to 20 homeless beds back online in time for code blue season.