

County of Albany

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



Meeting Agenda

Tuesday, May 28, 2024

6:30 PM

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

County Legislature

Call to Order**Roll Call****CURRENT BUSINESS:**

1. AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ALBANY REGARDING THE CARES OF NY INC. HOUSING RESOURCES CONNECTION PROGRAM AND AMENDING THE 2024 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING BUDGET

Sponsors: Audit and Finance Committee

2. REQUESTING THE NEW YORK STATE LEGISLATURE TO ENACT ASSEMBLY BILL NO. A.10075/SENATE BILL NO. S.9273 REGARDING THE HOTEL/MOTEL OCCUPANCY TAX IN ALBANY COUNTY
3. REQUESTING THE NEW YORK STATE LEGISLATURE TO ENACT ASSEMBLY BILL NO. A.10358A/SENATE BILL NO. S.9569A REGARDING THE CREATION OF THE ALBANY COUNTY PINE HILLS LAND AUTHORITY

Adjournment



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

February 28, 2024

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

Dear Chairwoman Cunningham,

I respectfully request the Albany County Legislature's authorization of an MOU between Albany County and the City of Albany and the associated budget amendment to accept \$900,000 from the City, which will match Albany County's investment in the CARES of NY Housing Resource Connection Program. This is a three-year contract connecting homeless individuals with housing assistance and mental health and addiction services. The County has agreed to provide a matching \$900,000 to support the program, for a combined \$1.8 million over a three-year period.

Thank you for your time and consideration on this matter. If you have any questions or concerns, please do not hesitate to reach out to 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-5225, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an MOU with the City of Albany and budget amendment to accept funding for joint homeless outreach and resource connection.

Date: February 28, 2024
Submitted By: Cameron Sagan
Department: County Executive's Office
Title: Director of Policy
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) 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)

Acceptance of funding for joint initiatives

Contract Terms/Conditions:

Party (Name/address):

City of Albany
24 Eagle Street, Albany, NY 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$1 million

Scope of Services: Joint funding for homeless outreach and resource connection, as well as the relocation of the Camino Nuevo addiction treatment center.

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: 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: Housing Resource Connection Pg / A2 8020 02372
Revenue Amount: \$900,000

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

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

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) Three years

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

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

Requesting the approval of an MOU between Albany County and the City of Albany and the associated budget amendment to accept \$900,000 from the City that will match Albany County's investment in the CARES of NY Housing Resource Connection Program. This is a three-year contract connecting homeless individuals with housing assistance and mental health and addiction services, with the County contributing a matching \$900,000, for a combined total of \$1.8 million over a three-year period.

APPROPRIATIONS									
		BUDGET LINE		DESCRIPTION		INCREASE		DECREASE	
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	STATE POS. CODE	POSITION CODE	CONTROL	DEPARTMENT NAME	
A	8020	44976	00000	000	000000	Albany County Improvement	Init	\$900,000	
TOTAL APPROPRIATIONS								\$900,000	\$0

ESTIMATED REVENUES									
		BUDGET LINE		DESCRIPTION		DECREASE		INCREASE	
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	STATE POS. CODE	POSITION CODE	CONTROL	DEPARTMENT NAME	
A	8020	02372				Housing Resource Connection	Pg	\$900,000	
TOTAL REVENUES								\$0	\$900,000
GRAND TOTAL								\$900,000	\$900,000



DANIEL P. MCCOY
COUNTY EXECUTIVE

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OFFICE OF THE EXECUTIVE
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WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

February 5th, 2024

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

Dear Chairwoman Cunningham:

I respectfully request the County Legislature's authorization to enter into a contract between Albany County and CARES of NY, Inc. for the Housing Resource Connection Program.

The Albany County Department of Social Services is seeking contract authorization with CARES of NY Inc. to address unsheltered homelessness in the City of Albany and the County of Albany by connecting unsheltered individuals with substance abuse treatment, mental health treatment, and housing assistance. The Department of Social Services seeks to bring services directly to place unsheltered persons spend their time, including but not limited to breakfast programs, warming centers, on the street, and other locations. The program will serve all parts of Albany County, with particular focus on South Pearl Street, Lark Street, Henry Johnson Blvd., and the Central Avenue Corridor of the City of Albany.

CARES of NY, Inc. will be providing a program of addressing homelessness through the connection of housing resources and mental health programs. Albany County will provide \$300,000 annually over a three-year period, with matching funding from the City of Albany for this program, for a combined \$600,000 annually over a three-year period.

Sincerely,

Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-5147, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into a contract with CARES of NY, Inc. for the Housing Resource Connection Program

Date: 2/5/2024
Submitted By: Christina Rust
Department: County Executive's Office
Title: Policy Analyst
Phone: (518) 447-7040
Department Rep.
Attending Meeting: Christina Rust

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):

CARES of NY, Inc.
5 Pine West Plaza, Suite 503 Albany, NY 12205

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$900,000

Scope of Services: CARES of NY, Inc. will be working directly with the unsheltered population within Albany County to connect them to resources (behavioral support, addiction support, housing support, etc.), document barriers to success, and document outcomes from working with unsheltered persons.

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: \$900,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Original Awarding Agency / Funder:

Albany County

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

Click or tap here to enter text.

Term

Term: (Start and end date) TBD

Length of Contract: Three years, with eligibility to renew

Impact on Pending LitigationYes ☐ No ☒

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

Previous requests for Identical or Similar Action:

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

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

Justification: (state briefly why legislative action is requested)

The Albany County Department of Social Services is seeking contract authorization with CARES of NY Inc. to address unsheltered homelessness in the City of Albany and the County of Albany by connecting unsheltered individuals with substance abuse treatment, mental health treatment, and housing assistance. The Department of Social Services seeks to bring services directly to place unsheltered persons spend their time, including but not limited to breakfast programs, warming centers, on the street, and other locations. The program will serve all parts of Albany County, with particular focus on South Pearl Street, Lark Street, Henry Johnson Blvd., and the Central Avenue Corridor of the City of Albany.

CARES of NY, Inc. will be providing a program of addressing homelessness through the connection of housing resources and mental health programs. Albany County will provide \$300,000 annually over a three-year period, with matching funding from the City of Albany for this program, for a combined \$600,000 annually over a three-year period.

Title: Housing Resource Connection Program
RFP Number: 2024-009
Name of the Agency: CARES of NY, Inc.
Address: 5 Pine West Plaza, Suite 503 Albany, NY 12205
Telephone Number: 518-421-1205
Contact Person: Nancy Harrington, Executive Director

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Section II: Qualification / Experience

This section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to qualification to do business in NYS, number of years in business and length of experience.

2.1 Provide the name, a brief history and description of your firm.

CARES of NY, Inc. (CARES) headquartered in Albany, NY was established in 1990 with the mission to collaborate with and support our communities towards the creation of systems that prevent and end homelessness. CARES is qualified to do business in NY registered as a 501C (3).

CARES is the HUD designated homeless service planning lead in Albany County and in twenty-seven additional counties in NYS. CARES is funded to coordinate the implementation of a housing and service system which establishes, monitors and measures performance targets. CARES' role is to collaborate with local communities to ensure the homeless service system is having a positive impact on preventing and reducing homelessness.

In addition to the system planning and administration role, CARES has expertise as a direct service provider, via the Coordinated Entry and Supportive Housing programs in Albany County. CARES partners with HATAS to deliver the Albany Coordinated Entry Program (CE Program). The CE Program manages supportive housing in the community and effectively connects persons experiencing unsheltered and sheltered homelessness to available units to rapidly end their homelessness. The CE Program relies on community partners, in addition to its housing partners, to help prevent and end homelessness. These partners include Capital Area Council of Churches, Capital City Rescue Mission, Community Maternity Services, Equinox, Family Promise of the Capital Region, Interfaith Partnership for the Homeless (IPH), Joseph's House, St. Catherine's Center for Children, Schuyler Inn, Albany Damien Center, Albany Housing Coalition (AHC), Capital Area Peer Services (CAPS), Homeless and Travelers Aid Society (HATAS), Hope House, Rehabilitation Support Services (RSS), St. Peter's Addiction Recovery Services (SPARC), and Legal Aid Society (LAS).

CARES' Supportive Housing Program's portfolio consists of the following:

- 1)Owning and operating 57 units of supportive housing for singles and families who are formerly homeless and living with a HUD defined disabling condition including serious mental illness (SMI), HIV/AIDS, substance use disorder (SUD), and a population of youth and parenting youth.
- 2)Managing a scattered-site tenant-based rental assistance program of 70 units for formerly homeless persons living with varying HUD-defined disabilities.
- 3)Providing contracted case management services to homeless persons living in Albany Housing Authority units.

2.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

Below are the identified CARES Staff members involved in this project along with a summary of their professional experience and the role they will hold in it. All staff members will be located at 5 Pine West, Suite 503, Albany NY 12205.

- Elizabeth Mosier is the Proposed Project Coordinator. She earned a master's degree in social and public policy in December 2020 and has worked with the homeless population for the last 10 years. She spent the first of those working in shelter before she moved into a management role where she supervised HUD funding programming and frontline staff in the City of Schenectady. As an employee of CARES, the lead administrative agency for the proposed project Elizabeth Mosier will provide program coordination, administration, and oversight, managing contracts for all funded partners, coordinate meetings, and measure and report outcomes with data.
- Megan Dolan is the proposed Coordinated Entry Staff for the project. Megan has been at CARES since 2020, beginning as an intern then becoming Coordinated Entry (CE) Systems Data Analyst managing data in HMIS, facilitating CE case review meetings, collaborating with providers from multiple counties, coordinating the Emergency Housing Voucher process for two counties and presenting CE trainings. As the Coordinated Entry Specialist for this project Megan will work to connect participants with Coordinated Entry and other safe and affordable housing options in and around Albany County.
- Michelle Sandoz Dennis is CARES Deputy Director and will oversee the proposed project. Michelle has been with CARES for fifteen years and has expertise in the development of homeless services programs and program oversight and supervision.

In addition to the noted staff members CARES is hiring for the following three positions.

- Street Outreach Case Manager position will be responsible for 1) coordination with Street Outreach team to provide direct client services; 2) coordination with the Behavioral Health Systems Care Coordinator to ensure connect and tracking of behavioral health services for client; and 3) coalition building with system partners. The Outreach Case Manager position provides effective coordination of client services and engages and encourages participation of key systems partners.
- Behavioral Health Systems Coordinator position will be responsible for 1) coordination with Street Outreach and Street Outreach Case Management team; 2) coordination of behavioral health services for individual client; and 3) coalition building with behavioral health care system partners. The Behavioral Health Systems Coordinator position provides effective coordination of service to ensure the provision of appropriate and high-quality services for participants.
- Housing Stability Case Manager position will be responsible for 1) coordination with participants when they have obtained a permanent housing unit to ensure stable housing 2) Coordinates with Behavioral Health Systems Coordinator to ensure treatment plan is communicated 3) Will continue case management for no less than one year.

Subcontracted Staff, through subcontract, Joseph's House, and Shelter and the Homeless and Traveler's Aid Society (HATAS) will have staff involved in the project (conducting Street Outreach and Landlord Engagement services).

- Joseph's House and Shelter, Inc. (JH) is a community-based, not-for-profit corporation that provides a continuum of homeless services to residents of the Capital Region including emergency shelter, street outreach, and support services. This contract will allow Joseph's House to expand upon its existing Albany Street Outreach program to meet the growing need.

- HATAS, located in Albany NY, provides immediate relief and long-term solutions for the most vulnerable members of our community by preventing, combating, and reducing homelessness within the Capital Region. CARES will collaborate with HATAS' Landlord Navigator position specifically relying on this program to identify available affordable rental units to move housing ready clients off the streets and into permanent housing. CARES will fund this program when the current funding source, City of Albany ARPA, expires.

2.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

Nancy Harrington
Executive Director
CARES of NY, Inc.
5 Pine West Plaza, Suite 503
Albany, New York 12205
518-421-1205

2.4 Detail your firm's experience with housing services that pertains to the scope of services requested in this RFP.

CARES and its proposed funded partners, Joseph's House and Shelter (JH) and Traveler's Aid Society (HATAS) have decades of experience providing services in Albany County. These services include A. Outreach and Engagement, B. System Partner Coordination, C. Direct Housing Services D. Landlord Engagement Services E. Coordinated Entry Administration and F. Grant Administration and Oversight. Please see sections below for experience details.

A. Outreach and Engagement Services

CARES proposed funded partner, Joseph's House and Shelter (JH), is a local housing expert providing outreach and engagement services to unsheltered individuals needing substance abuse and mental health treatment and housing assistance in Albany and Troy. JH currently administers a successful program which will mirror the services needed for this proposed program. Outreach Team members currently engage persons who are unsheltered and provide services to lead to stable housing including but not limited to connections to behavioral health services and housing connections.

JH outreach program participates within the Albany County Coordinated Entry Program directly connecting clients to supportive housing resources. While waiting for housing opportunities, JH refers unsheltered persons to emergency shelters while engaging clients to address barriers to entering shelter such as lack of identification.

B. System Partner Coordination

CARES, in its role as the Coordinated Entry Program partner to HATAS, is the lead planning entity for the Albany County Coalition on Homelessness. The Planning team at CARES Coordinates the implementation of a housing and service system by, facilitating the development of Strategic Plans within the Continuum of Care, establish performance target, monitor performance and evaluate outcomes.

CARES is an owner and operator of Supportive Housing for persons living with has a working relationship for referrals with the following behavioral and mental health Providers in the community: Addition Care Center of Albany

- Albany County Department of Mental Health

- Alliance for Positive Health
- Capital Area Peer Services, Inc.
- CDPHP / BHO
- Equinox
- Rehabilitative Support Services
- St. Peter's Addiction Recovery Center (SPARC)
- Albany Medical Center
- Whitney M. Young

C. Housing Service

CARES, JH and HATAS each have over 20 years of experience in this area, specifically through the operations of their supportive housing programs. In total the combined three agencies own or manage and operate over 200 supportive housing units serving formerly homeless persons. An essential component of housing case management is making and managing referrals for its clients including scheduling, warm handoff to a known provider, assisting with transportation, implementing treatment including encouraging medication compliance, and necessary follow up. All three entities have a direct connection to existing behavioral health providers in Albany.

D. Landlord Engagement

CARES of NY, Inc. designed and funded a landlord engagement program with the City of Albany ARPA funding. CARES contracts with HATAS to provide this service for the contract period of March 2023 to March 2025. The program developed strong landlord relationships over the last year to prevent evictions within the City of Albany. The program measured goals are:

- Develop strong landlord relationships through landlord specific engagement/training to prevent tenant evictions.
- Pilot a new project focused on eviction prevention with the Landlord community.
- Coordinate eviction prevention services with community-based organizations.
- Coordinate with landlords to quickly fill site-based vacancies.

E. Coordination Entry Administration

CARES, in partnership with HATAS, over the last 7 years have developed and manage the Albany County by-name list of homeless persons who applied for supportive housing. This program requires CARES/HATAS to assess clients seeking housing assistance, assist clients with completing the application for services, prioritize persons on the list to ensure the most vulnerable are first in line for housing, and make referrals for housing and housing assistance. Persons on this "waitlist" for housing assistance are provided case management to ensure no one falls off the list and misses the opportunity to be housed. This list is managed in the CARES managed Homeless Management Information System (HMIS).

F. Grant Administration and Oversight

CARES has experience serving as a lead administrative agency. Below is CARES portfolio of administrative lead projects.

- 1) City of Albany American Rescue Plan Act Funds – CARES funded \$1.9 million and manages four subcontracts with this grant for a three-year period.
- 2) NYS Empire State Poverty Reduction Initiative – City of Albany funded CARES to lead this program in the amount of \$1.5 million.

- 3) NYS OTDA funded CARES to administer CARES Act Emergency Solutions Grant (ESG) for three counties in NYS for a total \$400,000.
- 4) US Department of Housing and Urban Development Funding – CARES holds and administers contracts on behalf of HUD for 4 Continuums of Care in NYS and manages a total of \$11 million in funds annually.

G. Additional information that would distinguish CARES in its service to Albany County

CARES has the unique qualification as the HUD funded and community chosen lead agency for the Albany County Continuum of Care to collaborate with its community partners to design and implement a homeless service system to prevent and end homelessness. This experience will lead to the success of this proposed pilot program. CARES will pull on the known community experts and its current system stakeholders to participate in the project and work to ensure the learned best practices and positive outcomes will continue past the three-year funding.

H. Resumes

Please see the resumes for the CARES lead staff under the attachments section.

1. Michelle Sandoz-Dennis
2. Elizabeth Mosier
3. Megan Dolan

SECTION III: References

The References section must include references from similar type projects.

Ability to serve in Lead Administrative Role Reference

- 1) Faye Andrews
Commissioner
City of Albany Neighborhood and Community Services
Phone: 518-434-2489
Email: fandrews@albanyny.gov

Program Expertise in Homeless Services

- 2) Chiquita D'Arbeau – Board Co-Chair for Albany County Continuum of Care
Executive Director
Albany Housing Authority
518-542-0444
cdarbeau@albanyhousing.org
- 3) Perry Junjulus – Board Co-Chair for Albany County Continuum of Care
Executive Director
Albany Damien Center
518-449-7119
perryj@albanydamiencenter.org

SECTION IV: Plan Implementation

The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

4.1 The County of Albany is seeking proposals to address unsheltered homelessness in the City of Albany and the County of Albany by connecting unsheltered individuals with substance abuse and mental health treatment and housing assistance as requested by the Albany County Department of Social Services.

The focus of this project is to develop a system of care that prioritizes healthy and safe communities where all can live in dignity is key. The proposed program will provide intensive services to connect unsheltered persons with substance abuse and mental health treatment and housing. CARES has created a flow that assists participants on the street and then stays with them through various stages of progress; starting with street outreach and then moving into street outreach case management. Once a participant is willing and able to attend appointments, the Behavioral Health Systems coordinator will schedule appointments and track all progress for them. The participant will also begin collecting documents for eligibility for all housing options. The participant will be supported through Coordinated Entry program and when housing opportunities are identified, they will be moved into housing and connected to Housing Case Managers that will work with them for a year after move in.

4.2 Albany County Department of Social Services is seeking a proactive approach, bringing services directly to places unsheltered persons spend their time, including but not limited to breakfast programs, warming centers, on the street and other locations.

This program brings a proactive approach to service delivery. Services will be delivered in places unsheltered persons are including but not limited to; breakfast programs, warming centers and directly on the street. The program will serve all parts of Albany County, with particular focus on South Pearl Street, Lark Street, Henry Johnson Blvd., and the Central Avenue Corridor of the City of Albany. The program will be proactive with a Street Outreach team and Street Outreach Case management bringing services out of an office setting and to places where unsheltered people spend their time. Street Outreach team will have non-traditional work hours beginning at 5am and ending at 11pm hour. This allows for proactive contact with participants at places including breakfast programs, warming centers and on the street.

4.3 The provision of housing and service connection and delivery will happen simultaneously by focusing on direct connections to mental health and substance abuse treatment and to supportive housing, through the Coordinated Entry (CE) System.

This program will simultaneously provide service connection delivery and housing stability. The program will focus on ensuring direct connection to mental health and substance abuse treatment and housing search and location through the CE system. Participants will work with Street Outreach case manager and the Behavioral Health systems coordinator simultaneously to ensure appointments are being kept. Documents will be collected as needed for housing programs eligibility requirement. The Behavioral Health Systems coordinator will work with the CE specialist to ensure all documents are received and the participant is reviewed for housing eligibility and services. The CE specialist will continue to seek additional affordable housing options for participants seeking housing. Once a participant is housed the Housing Case manager will work with the participant for no less than one year to ensure barriers are eliminated.

4.4 The pilot will fund staff to work directly with unsheltered persons, connect them to needed and available resources, document barriers to success, including lack of resources, and document outcomes to inform resource investment for this population.

The program will address the unprecedented increase in unsheltered homeless with barriers to services due to a lack of funding for community case managers for this population. This pilot program will fund 2.5 Street Outreach staff members who will work directly with unsheltered persons by providing outreach services on the street. The Street Outreach team will connect people to needed resources including but not limited to shelter, food, and clothing. The Street outreach team will attend case review meetings and system coordination meetings to become aware of and informed of available resources and new initiatives. The street outreach team will document barriers, success and outcomes into Homeless Management Information System (HMIS) for reporting purposes. CARES will work to create open communication amongst similar programs and encourage teamwork with other programs to create services that are meeting the needs of the unsheltered in the community without duplication of services.

4.5 Outreach and engagement services will include traditional and non-traditional hours (hours outside of 9-5) and on weekends.

The proposed project will operate outreach and engagement services during both traditional and non-traditional hours and on the weekend to meet the current need. Joseph's House Street Outreach team staff will be present on the street beginning at or around 5am and then again in the late hours after regular business hours and ending at 11pm. The street outreach team will provide immediate assistance and work with participants to get into shelter and off the street. The street outreach team will then refer participants to the Joseph's House Street Outreach Case manager for further ongoing assistance.

4.6 This program will fund a full-time Street Outreach Case Manager to engage systems partners who interact with the unsheltered population (i.e., hospitals, jails, businesses, City Mission and IPH's Community Connections Center). This staff will work with newly enrolled clients, maintain constant contact and be responsible for warm handoffs to the Behavioral Health Systems Coordinator who will ensure care coordination for substance abuse and mental health treatment.

The proposed project will fund a full-time Street Outreach Case Manager who will focus on system partner engagement while ensuring newly enrolled clients receive effective support. The Street Outreach Case Manager will maintain constant contact and be responsible for warm handoffs to the staff member who will ensure care coordination for substance abuse and mental health services. The Street Outreach Case Manager will be employed by CARES. This case manager will attend all internal case review meetings and Systems Coordination meetings where partners will be invited to the table to discuss concerns and possible resources for the Street Case Manager to use in their work.

4.7 This program will fund a full-time Behavioral Health Systems Coordinator whose role is to manage the referral, enrollment, and care coordination of clients with existing treatment programs.

The proposed project will fund a full-time Behavioral Health Systems Coordinator. This staff member will track and record participants' appointments schedule, appointments successfully attended, reasons for not making appointments and progress with treatment and medication adherence. The Behavioral Health System Coordinator will work with the Street Outreach Case Manager to obtain a warm hand off for client rapport building for best outcomes and open communication of services that may be required.

4.8 This pilot program will fund positions to work with landlords to create an increased supply of rental units for this population and to ensure clients are connected to all housing options in the community.

In Year 3, the proposed project will fund a full-time Landlord Engagement Specialist focused on increasing the supply of rental units; specially for the homeless population and to ensure clients are connected to all housing options. Currently, and for the next 2 years the City of Albany ARPA program funds this position. Extending the funding to continue this position will allow staff to continue to develop landlord relationships and to increase the supply of rental units for this population.

4.9 This program will support an employee who will create and manage a by-name list of clients seeking housing (both affordable and supportive) and match housing options. As the single point of entry for supportive housing and Rapid Rehousing programs, this staff will dedicate time to enroll clients on the waitlist for all housing options.

This program will support a .70 employee as the Coordinated Entry Specialist this position will directly connected to the Albany County Coordinated Entry team and will work to create and manage a list of landlords and property owners who offer affordable housing options. Additionally, this position will create and manage a by-name list of participants seeking housing and match them to available housing options.

4.10 The proposer serves as the lead administrative agency and provide program coordination, administration, and oversight, managing contracts for all funded partners, coordinate meetings, and measure and report outcomes with data.

CARES will serve as the lead administrative agency and will oversee program coordination, administration, manage contracts, coordinate, and facilitate meetings, as the lead administrator agency CARES will measure and report outcomes with data. The program will support a full-time program administrator who will be responsible for coordinating and overseeing the activities detailed above.

SECTION V: Cost Proposal Section

The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service.

The following page is the excel spreadsheet budget in the amount of \$1.8 million. The below provides a narrative of the budget. This page will provide a narrative of the proposed expenses in the budget.

Budget for CARES staff and services = \$1,262,000 total over three years

CARES is proposing to staff the following positions to successfully implement and manage the project. The attached budget details the following program positions to be hired by CARES.

Program Staffing

1. Coordinated Entry Staff at 70% FTE
2. Project Coordinator, one full-time position to manage the project.
3. Engagement Specialist – one full-time position to
4. Behavioral Specialist – one full-time position to
5. Housing Stability Case Managers - One full-time position to begin in year one in month six, and an additional full-time position to begin in year two.

Administrative Lead Staffing

1. Michelle Sandoz-Denis, Deputy Director – 3% of her time over three years
2. Denise Doin, Director Partner Services – 5% of her time to supervise staff
3. Asia Casino, Director Grants and Contracts – 2% of her time
4. Staff Accountant – 5% of his time

Fringe

1. CARES fringe rate is 21%

Non-Personnel

1. Equipment and supplies for new staff = \$3200 total spend over three years
2. Mileage for Staff in field to meet with community agencies and partners = \$3000
3. Training and related expenses = \$10,560 total spend over three years to learn best practices on services for this population as well as to present on model at appropriate conferences in an effort to secure additional funding for sustainability.
4. Consulting Services = \$11,000 total spend over three years to hire experts to lend support to the program. For example, hire an RN to assist with completing Long-term Care applications.

Budget for Subcontractors = \$538,000 total over three years

This project will fund Joseph's House and Shelter for three years w/a subcontract of \$480,000. This funding will support 2.5 FTE to conduct the street outreach and to purchase a vehicle for the workers to meet with unsheltered homeless persons at the geographic targeted locations.

CARES will fund HATAS at \$58,000 for a one-year contract, in year three of the grant to continue funding the Landlord Navigator position when the City of Albany ARPA funding ceases for this position.

Job Title for Program Staff	Salary	FTE	Year One	Year Two	Year 3	Total Award
Coordinated Entry Staff	\$ 62,000.00	70.0%	\$ 43,400.00	\$ 43,400.00	\$ 43,400.00	\$ 130,200.00
Project Coordinator	\$ 72,000.00	100.0%	\$ 72,000.00	\$ 72,000.00	\$ 72,000.00	\$ 216,000.00
Engagement Specialist	\$ 57,000.00	100.0%	\$ 52,250.00	\$ 57,000.00	\$ 57,000.00	\$ 166,250.00
Behavioral Health Connection Specialist	\$ 65,000.00	100.0%	\$ 59,583.00	\$ 65,000.00	\$ 65,000.00	\$ 189,583.00
Housing Stability Case Manager	\$ 62,000.00	100.0%	\$ 31,000.00	\$ 62,000.00	\$ 62,000.00	\$ 155,000.00
Housing Stability Case Manager	\$ 62,000.00	100.0%		\$ 62,000.00	\$ 62,000.00	\$ 124,000.00
Total Salaries			\$ 258,233.00	\$ 361,400.00	\$ 361,400.00	\$ 981,033.00
Fringe 21%			\$ 54,229.00	\$ 75,894.00	\$ 75,894.00	\$ 206,017.00
Equipment /Supplies New Staff			\$ 2,400.00	\$ 800.00	\$ -	\$ 3,200.00
Mileage for Staff in Fielded			\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00
Training & related travel			\$ 9,000.00	\$ -	\$ -	\$ 10,560.00
Consulting for Experts			\$ 11,000.00	\$ -	\$ -	\$ 11,000.00
Subtotal Program Costs			\$ 335,862.00	\$ 439,094.00	\$ 438,294.00	\$ 1,214,810.00
Administrative:						
Director of Partner Services	\$ 83,000.00	5.0%	\$ 4,150.00	\$ 4,150.00	\$ 4,150.00	\$ 12,450.00
Deputy Director	\$ 125,000.00	3%	\$ 3,750.00	\$ 3,750.00	\$ 3,750.00	\$ 11,250.00
Director of Grants and Contracts	\$ 80,000.00	2%	\$ 1,600.00	\$ 1,600.00	\$ 1,600.00	\$ 4,800.00
Staff Accountant	\$ 70,000.00	5%	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 10,500.00
Fringe 21%			\$ 2,730.00	\$ 2,730.00	\$ 2,730.00	\$ 8,190.00
Total Budget			\$ 351,592.00	\$ 454,824.00	\$ 454,024.00	\$ 1,262,000.00
				JH		\$ 480,000.00
				HATAS		\$ 58,000.00
				Total		\$ 1,800,000.00

Joseph's House and Shelter will receive a total of \$480,000 for three years and HATAS will receive \$58,000 in year three.

Attachment 1- Staff Resumes

This attachment contains the resumes for the following CARES staff members who will lead the project:

- a. Michelle Sandoz-Dennis
- b. Elizabeth Mosier
- c. Megan Dolan

EMPLOYMENT EXPERIENCE

May 2019 - Present

CARES of NY, Inc., Deputy Director, CARES of NY, Inc.

- Supports Executive Director in day-to-day organization operations and program management and compliance
- Manage team of 43 providing technical assistance and planning services to 14 Continuums of Care
- Oversees grant writing and grant consultation services to non-profit entities

May 2009 - Present

CARES of NY, Inc., Director, Continuum of Care Unit

- Managed a team providing technical assistance and planning services to NYS CoCs
- Conducted monitoring visits for New York State Office of Mental Health Shelter Plus Care programs
- Provided grant writing and grant consultation services to non-profit entities
- Organized and facilitated coalition meetings for local homeless service providers

April 2007 - March 2009

Creighton Manning Engineering, Transportation Planner

- Collected and analyzed transportation data for traffic impact studies
- Prepared public participation plans
- Organized and facilitated committee and public meetings

2004 – April 2007

NYS Child Care Coordinating Council, Data Services Specialist

- Collected and analyzed various statewide/countywide child care data
- Assisted coordinators with the dissemination and analysis of data
- Organized and conducted various trainings

2005 – 2006

Family & Children Services of the Capital Region, Data Specialist

- Collected data for Capital Region 211 11 county area
- Assisted in the implementation of organizational collaboration plan

2003 - 2004

Cornell Urban Scholars Program, Graduate Assistant

- Assisted Director of community service program with program coordination
- Assisted first year graduate students with research projects

Summer 2003

Cornell Urban Scholars Program, Research Intern

- Explored child care utilization patterns in Brooklyn
- Utilized mixed method research design to create report and presentation

2001-2002

Mellon Fellowship Research Project/ Hunter College, CUNY, Fellow

- Explored social mobility of NYC Public Housing residents
- Utilized qualitative and quantitative methods to create report and presentation

EDUCATION

Cornell University, City and Regional Planning, Ithaca, NY
Masters of Regional Planning, May 2004 GPA 3.5

Hunter College, CUNY, NY, NY
Major: Urban Affairs/Black and Puerto Rican Studies
Bachelor of Arts Degree, June 2002 GPA 3.5

HONORS

Cornell Fellowship, City and Regional Planning Department -
National Capital Area Chapter Scholarship - Mellon Fellowship

SKILLS

Microsoft Word – Excel – PowerPoint - Access – AWARDS

Elizabeth A. Mosier



Work Experience:

1/2023- Present American Plan Rescue Act Program Specialist

CARES of NY, Inc, Albany, NY

As a Program Specialist I lead and manage the ARPA funded programs and spending. APRA is a government funded program that was granted to communities across the United States. Many communities use the funds in various ways to best serve the population. CARES used the funds to assist the households that were in active eviction court after all other funding services available during COVID were depleted. As the program manager I oversaw all of the spending in the community not only for Eviction Prevention, but also for the agencies that partnered with CARES to serve a population of Homeless households during time in shelter. I conducted site visits and monitoring of funds and services that were provided.

8/2020- 1/2023 Child Protective Caseworker

Saratoga County, Saratoga, NY

As a CPS caseworker I investigated reports received in Saratoga County by the NYS State Central Registry. I work with families from day one of the reports of abuse or maltreatment of children. I gathered collateral information for my investigation to develop the facts to determine if a report is founded or unfounded. I work with other community providers to collect facts and provide services that best suit the families I was working with.

10/2016 - 8/2020 Housing Coordinator

Schenectady Community Action Program (SCAP), Schenectady, NY

As the housing coordinator I had additional responsibilities to the below supervisor description. The additions were 3 HUD permanent supportive housing programs. I supervise two front line supervisors that are also supervising front line staff for the 3 HUD Permanent Supportive Housing Programs. These 3 programs have a combined caseload of 200 families and individuals in permanent and transitional housing. I conducted weekly and monthly supervisions with each supervisor. I conducted housing inspections for our Permanent Housing Program of 28 units in the community. I worked directly with the Department of Social Services to ensure the quality of case management and housing safety were met on a daily basis. I attended community trainings and information meetings to build relationships and contacts to better serve my customers. I conducted a 9 month 9 credit college course, Family Development Credential class for my peers within my agency as well as other community members. I monitor the data quality for the Homeless Management Information System for our agency to ensure data quality is accurate for all reporting. I complete and submit the Quarterly reports for programs known as NYSSHP and STEHP for the housing programs I oversaw. I sit on the Coordinated Entry Committee to ensure all homeless families and individuals are connected to supportive housing programs in the community.

01/2015 - 10/2016 Sojourn House Case Manager & Site Supervisor

Schenectady Community Action Program (SCAP), Schenectady, NY

In addition to the below description of the Case Manager Position, I was the Site Supervisor. As the site Supervisor I managed the House Staff schedule and conducted weekly supervision with staff and monthly full staff meetings. I created and managed the Staff on call schedule and was the main on call provider. I oversaw the purchasing and ordering of food and household supplies. I oversaw house maintenance and scheduled all need repairs with the maintenance department. I also attended outside agency meeting to learn more about available resources for my residents.

03/2014 - 01/2015 Sojourn House Case Manager

Schenectady Community Action Program (SCAP), Schenectady, NY

Sojourn House is transitional housing for homeless women and children. As the Case manager I was responsible for the management of their case while they were residents. I was the contact person for the Department of Social Services, I assisted with apartment searches required by the department of social services. I advocated for my customers every need while they are staying at Sojourn House as well as for up to one year after they discharged into permanent housing.

04/2013 - 03/2014 Residential Operations Specialist

Schenectady Community Action Program (SCAP), Schenectady, NY

As an ROS staff member in the Sojourn House my duties include assisting in maintaining a safe and healthy residential setting for homeless women and children, overseeing all activities within the residence. ROS staff prepared three meals per day for residents and completed cleaning of the house on a regular daily maintenance schedule.

09/2012 - 09/2014 Private Home Health Aid

Angelina's Home Care, Rotterdam, NY

This position is made up of many tasks. I assist clients with many things to help them stay in their homes longer as they age. My primary tasks have been but are not limited to, assisting with transport to the bathroom, bathing, house cleaning, laundry, grocery shopping, and companionship. We kept records of our daily activities and we set goals with our clients and their families to help us all stay on task in the assistance of the elderly without taking their independence away. Most of my clients have had dementia and/or some mild mental health challenges.

05/2005 - 03/2014 Assistant / Child Care Professional / Logistics Coordinator

Dr. Hee-Joo Cheon-Schingo & Dr. Victor Schingo Niskayuna, NY

There is no true job description for what I did. My domestic duties ranged from cleaning the house to shopping for groceries. I manage an organized calendar of events from scheduling home maintenance to Children's extracurricular activities. I also assisted children with homework and social interaction as well as preparing them with the tools to develop their own life skills. I was and still teaching them with positive reinforcement. I point out choices and consequences for any and all of their choices.

Education:

12/2020 SUNY Empire State College, Saratoga, NY
Master of Arts in Social and Public Policy

9/2016 Certified Instructor of the Family Development Credential, University of Connecticut

8/2015 Family Development Credential, University of Connecticut

9/2004 –12/2007 Sage College of Albany, Albany, NY
Bachelor of Science in Psychology and Children in Society.

9/2001 – 5/2004 Sage College of Albany, Albany, NY
Associate of the Art of Education.

9/1994 – 6/2001 Schenectady High School, Schenectady, NY

Megan J. Dolan

EXPERIENCE

CARES OF NY, INC.

Coordinated Entry Specialist | January 2024-Present

- Serve as CE Specialist for the Pilot Street Outreach Project, connecting people experiencing unsheltered homelessness to HUD funded housing opportunities and housing opportunities that exist outside of the CoC.
- Provide data management to Albany's Coordinated Entry system and support the Coordinated Entry lead with providing reports, referrals, and guidance.

Coordinated Entry Systems Data Analyst | May 2021-Present

- Collaborate with team as Coordinated Entry (CE) leads for multiple Continuums of Care.
- Manage data in Homeless Management Information System (HMIS) for multiple CoCs in their CE programs.
- Facilitate CE Case Review meetings where we review client level information, HUD regulations and best practices.
- Present CE trainings for mainstream and prevention CE.
- Coordinate the Emergency Housing Voucher process for Schenectady and Albany.

Intern | September 2020-May 2021

- Assist in implementing Health & Wellness Program for clients of the housing program.
- Research and gather information on the issue of youth homelessness for the Capital Region Advisory Board on Youth Homelessness subcommittee in an effort to develop a youth-specific coordinated entry tool.
- Develop an understanding of New York State & HUD policies and practices.

CONTACT INFORMATION

Schenectady, NY 12306

UNIVERSITY AT ALBANY

Intern | May 2020-August 2020

- Develop exit survey for students leaving the University at Albany.
- Completed courses on research from the Collaborative Institutional Training Initiative.

WILKINSON RESIDENTIAL HEALTH CARE FACILITY

Social Work Intern | September 2019-February 2020

- Create and maintain positive relationships with residents in the long term care and short term rehabilitation settings while advocating for their needs and desires.
- Conduct psychosocial assessments, initial interview assessments, as well as mood and cognition assessments using the Long Term Care Minimum Data Set (MDS) screening tool.

MOHAWK OPPORTUNITIES INC.

Service Coordinator | February 2018- February 2020

- Provide restorative services for adults with a mental illness diagnosis living in independent apartments throughout Schenectady.
- Administer supportive counseling, crisis intervention, medication supervision, while teaching daily living skills and socialization skills.
- Support clients in their homes and in the community through individualized goals that prepare them for the next level of independence.
- Develop an awareness of resources in the community such as the Department of Social Services, local food pantries, shelters, clinics, and doctors.
- Recipient of the Spirit of Caring Award

THELMA P. LALLY EARLY LEARNING CENTER

Lead Teacher/Assistant Teacher | June 2016- February 2018

- Manage Toddler Two classroom of two-year-olds by nurturing and teaching toddlers through structured play.
- Write and execute weekly lesson plans, as well as goals for each child using the Creative Curriculum.
- Maintain relationships with parents through constant communication with Tadpoles system and annual parent-teacher conferences.

CENTER FOR PREVENTION OF CHILD ABUSE

Personal Safety Program Intern | January 2016- May 2016

- Led classes and conducted presentations regarding sexual abuse prevention to children from Pre-K to 6th grade.
- Educated children on internet safety and body empowerment.

GRACE SMITH HOUSE: DOMESTIC VIOLENCE AGENCY

Advocacy and Counseling Intern | January 2015- May 2015

- Completed 12-hour domestic violence training program.
- Observe and participate in support groups and one-on-one counseling sessions.

EDUCATION

University at Albany

School of Social Welfare

Masters of Social Work

Received: May 2021; GPA: 4.0

State University at

New Paltz

B.A. Sociology

& Human Services

*Minor in Women, Gender, &
Sexuality Studies*

Received: May 2016

GPA: 3.88

Deans List Scholar All Semesters

Attachment 2- Proposal Forms

This attachment includes the proposal form required by the County of Albany.

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Housing Resource Connection Program
RFP Number: 2024-009

THIS PROPOSAL IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

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

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

Date

Number

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

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

- (c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.
4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
- (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) Proposer Qualification Questionnaire (Attachment "E")
7. Communication concerning this Proposal shall be addressed to:
- Nancy Harrington, Executive Director
- 5 Pine West Plaza, Suite 503
- Albany, NY 12205
- Phone: 518-421-1205
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Housing Resource Connection Program
RFP Number: 2024-009

Submit a cost proposal as described in Section 4 Scope of Services.

COMPANY: CARES of NY, Inc.

ADDRESS: 5 Pine West Plaza, Suite 503

CITY, STATE, ZIP: Albany, NY 12205

TEL. NO.: 518-425-1205

FAX NO.: 518-430-2071

FEDERAL TAX ID NO.: 14-1731746

REPRESENTATIVE: Nancy Harrington

E-MAIL: nharrington@caresny.org

SIGNATURE AND TITLE Nancy Harrington, Executive Director

DATE January 24, 2024

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

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

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

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

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

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

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

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


Signature

Executive Director

Title

January 24, 2024

Date

CARES of NY, Inc.

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

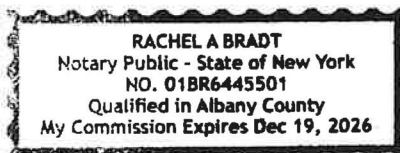
Qualified in _____

Commission Expires _____

If Corporation:

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

On this 24 day of January, 2024, before me personally appeared Nancy Harrington to me known, who, being by me sworn, did say that he resides at (give address) 5 Pine West Plaza Albany, NY; that he is the (give title) Executive Director of the (name of corporation) Cares of NY Inc, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.



Rachel Bradt
Notary Public, State of New York
Qualified in Albany County
Commission Expires 12/19/26

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, 20____, before me personally came _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME CARES of NY, Inc.		3. IDENTIFICATION NUMBERS a) FEIN # 14-1731746 b) DUNS # 070919852	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.caresny.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 5 Pine West Plaza, Suite 503 Albany, NY 12205		7. TELEPHONE NUMBER 518-421-1205	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Nancy Harrington Title Executive Director Telephone Number 518-421-1205 Fax Number e-mail nharrington@caresny.org			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☒ No 			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No 			
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No 			

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

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES¹ :

☐ Yes ☒ No

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

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

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN # 14-1731746

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business CARES of NY, Inc.

Signature of Owner

Nancy Harrington

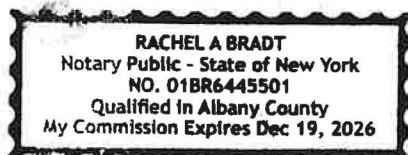
Address 5 Pine West Plaza, Suite 503

Printed Name of Signatory Nancy Harrington

City, State, Zip Albany, NY 12205

Title Executive Director

Sworn before me this 24 day of January, 2024
Notary Public



Rachel Bradt

Printed Name

Rachel Bradt

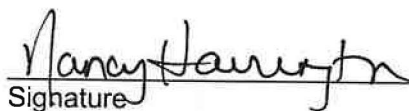
Signature

January 24, 2024

Date

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

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



Signature

Executive Director

Title

January 24, 2024

Date

CARES of NY, Inc.

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

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

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A Disadvantaged Business Enterprise (DBE) mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact

County of Albany

Division of Affirmative Action

112 State Street, Room 900, Albany, NY 12207

Phone: (518) 447-7010

Fax: (518) 447-5586

County of Albany
Division of Affirmative Action
MBE/WBE Compliance Forms



Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.

Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE

If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures
with Bidder on this Contract.

Bidder is joint venturing with the following firm(s)
(Attach a copy of joint venture agreements to this form)

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Federal ID No.: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	MBE, WBE or N/A	Amount of Sub- contract & Award Date	Description of Work (Trade)	Start Date Completion Date	Contracted Payment Schedule
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
 declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action
 Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and
 perform contracts let by the County of Albany.

SUBMIT MONTHLY**County of Albany MBE/WBE and
Labor Performance
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

Information Provided By _____

Date _____

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

(☐) **Request Waiver of Minority/Women Labor Participation Goal. Please explain:**

Actions taken to include minority/women labor _____

(☐) **Request Waiver of Minority Subcontractor Participation Goal. Please explain:**

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Signature

Name (Printed)

Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?



DANIEL P. MCCOY
County Executive

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 825
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

MICHAEL P. MCLAUGHLIN
Deputy County Executive

TO: Pamela O'Neill, Purchasing Division

FROM: Christina Rust, Policy Analyst

RE: Housing Resource Connection Program RFP

DATE: February 1st, 2024

I am recommending that CARES of NY, Inc. be awarded the Housing Resource Connection Program contract in the maximum amount of \$900,000.00. CARES of NY, Inc. was the only agency to respond to RFP#2024-009. Their response met the specifications required and budget criteria as outlined in said RFP. Thank you.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

PAMELA O NEILL
PURCHASING AGENT

MEMORANDUM

TO: Christina Rust, Policy Analyst
County Executive Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: February 7, 2024

RE: RFP#2024-009 Housing Resource Connection Program

I am in receipt of your recommendation to award the aforementioned to CARES of NY Inc. in the amount of \$900,000.00

As CARES of NY, Inc. was the only proposal received and you have reviewed their proposal and feel they met the specification requirement and budget, I have no objection to the selection of CARES of NY Inc.

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

RESOLUTION NO. 319

AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF ALBANY REGARDING THE CARES OF NY INC. HOUSING RESOURCES CONNECTION PROGRAM AND AMENDING THE 2024 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING BUDGET

Introduced: 5/28/24

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into a memorandum of understanding with the City of Albany regarding the CARES of NY Inc. Housing Resources Connection Program in the amount of \$900,000 over a three-year term, and

WHEREAS, The County Executive has also requested a budget amendment in order to accept \$900,000 in matching funds from the City of Albany, and

WHEREAS, The County Executive indicated that this funding will be used to connect homeless individuals with housing assistance as well as mental health and addiction services, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a memorandum of understanding with the City of Albany regarding the CARES of NY Inc. Housing Resources Connection Program in the amount of \$900,000 over a three-year term, and, be it further

RESOLVED, That the 2024 Department of Economic Development, Conservation and Planning Budget is hereby amended as follows:

Increase Revenue Account A8020 0 2372 Housing Resource Connection Pg by \$900,000

Increase Appropriation Account A8020.4 by \$900,000 by increasing Line Item A8020 4 4976 Albany County Improvement Init by \$900,000

and, be it further

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

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

RESOLUTION NO. 320

REQUESTING THE NEW YORK STATE LEGISLATURE TO ENACT ASSEMBLY BILL NO. A.10075/SENATE BILL NO. S.9273 REGARDING THE HOTEL/MOTEL OCCUPANCY TAX IN ALBANY COUNTY

Introduced: 5/28/24

By Cunningham:

WHEREAS, Authorization of an expanded definition of “hotel” and “motel” to include “short-term rental” facilities that provide lodging on an over-night basis will serve to more accurately reflect the changing nature of the rental market in Albany County, and

WHEREAS, Authorization of the expanded definition to the hotel/motel occupancy tax must be enacted by the State Legislature, and

WHEREAS, Currently, bills entitled, “AN ACT to amend chapter 693 of the laws of 1980, enabling the county of Albany to impose and collect taxes on occupancy of hotel or motel rooms in Albany county, in relation to the applicability thereof” are before both houses of the New York State Legislature: in the Assembly, Bill A.10075, and in the Senate, Bill S.9273, now, therefore, be it

RESOLVED, By the Albany County Legislature, pursuant to Article IX of the New York State Constitution and Section 2 of the Municipal Home Rule Law, that the County Legislature hereby requests the enactment of legislation by the Legislature of the State of New York as contained in Assembly Bill A.10075 and Senate Bill S.9273, 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; Senators Neil Breslin and Jacob Ashby; and Members of Assembly Patricia Fahy, John T. McDonald III, and Phillip G. Steck.

A10075 Summary:

BILL NO A10075

SAME AS SAME AS [S09273](#)

SPONSOR Fahy

COSPNSR McDonald

MLTSPNSR

Amd §1, Chap 693 of 1980

Authorizes the county of Albany to levy hotel and motel taxes on short-term rentals; expands the definitions of hotel and motel to include any facility consisting of rentable units that provides lodging on an overnight basis.

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A10075 Actions:

BILL NO A10075

05/03/2024 referred to ways and means

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A10075 Text:**STATE OF NEW YORK**

10075

IN ASSEMBLY

May 3, 2024

Introduced by M. of A. FAHY, McDONALD -- read once and referred to the Committee on Ways and Means

AN ACT to amend chapter 693 of the laws of 1980, enabling the county of Albany to impose and collect taxes on occupancy of hotel or motel rooms in Albany county, in relation to the applicability thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Subdivision 1 of section 1 of chapter 693 of the laws of
2 1980, enabling the county of Albany to impose and collect taxes on occu-
3 pancy of hotel or motel rooms in Albany county, as amended by chapter
4 105 of the laws of 2009, is amended to read as follows:

5 (1) Notwithstanding any other provisions of law to the contrary, the
6 county of Albany is hereby authorized and empowered to adopt and amend
7 local laws imposing in such county a tax in addition to any tax author-
8 ized and imposed pursuant to article twenty-nine of the tax law such as
9 the legislature has or would have the power and authority to impose on
10 persons occupying hotel or motel rooms in such county. For purposes of
11 this section, the term "hotel" or "motel" shall mean and include any
12 facility consisting of rentable units that provides lodging on an over-
13 night basis, to be known as a "short-term rental". The rates of such tax
14 imposed upon persons occupying hotel or motel rooms shall be six percent
15 of the per diem rental rate charged to occupants for each room,
16 provided, however, such tax shall not be applicable to a permanent resi-
17 dent of a hotel or motel. The rates of such tax imposed upon persons
18 occupying short-term rentals shall be six percent of the per diem rental
19 rate charged to occupants for each room, provided, however, such tax
20 shall not be applicable to a permanent resident of such short-term
21 rental. For the purposes of this section the term "permanent resident"
22 shall mean a person occupying any room or rooms in a hotel or motel or
23 short-term rental for at least thirty consecutive days.

24 § 2. This act shall take effect on the one hundred eightieth day after
25 it shall have become a law; provided, however, that the amendments to
26 subdivision 1 of section 1 of chapter 693 of the laws of 1980 made by
27 section one of this act shall not affect the repeal of such subdivision
28 and shall be deemed repealed therewith.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD15418-01-4

A10358 Summary:

BILL NO A10358A

SAME AS SAME AS [S09569-A](#)

SPONSOR Rules (Fahy)

COSPNSR

MLTSPNSR

Add Art 8 Title 28-C §§2676 - 2676-x, Pub Auth L

Creates the Albany county pine hills land authority to transition the future use of facilities of the College of Saint Rose in a way to promote and stimulate economic development in the county of Albany and city of Albany; makes related provisions.

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A10358 Actions:

BILL NO A10358A

05/20/2024 referred to corporations, authorities and commissions

05/24/2024 amend and recommit to corporations, authorities and commissions

05/24/2024 print number 10358a

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A10358 Text:

STATE OF NEW YORK

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IN ASSEMBLY

May 20, 2024

Introduced by COMMITTEE ON RULES -- (at request of M. of A. Fahy) -- read once and referred to the Committee on Corporations, Authorities and Commissions -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the public authorities law, in relation to creating the Albany county pine hills land authority

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Article 8 of the public authorities law is amended by
2 adding a new title 28-C to read as follows:

3 TITLE 28-C
4 ALBANY COUNTY PINE HILLS LAND AUTHORITY

5 Section 2676. Short title.

6 2676-a. Statement of legislative findings and purpose.

7 2676-b. Definitions.

8 2676-c. Albany county pine hills land authority.

9 2676-d. Advances on behalf of the authority; transfer of proper-
10 ty to the authority; acquisition of property by county
11 for the authority.

12 2676-e. Transfer of officers and employees.

13 2676-f. General powers of the authority.

14 2676-g. Special powers of the authority.

15 2676-h. Bonds of the authority.

16 2676-i. Remedies of bondholders.

17 2676-j. State and county not liable on authority bonds.

18 2676-k. Monies of the authority.

19 2676-l. Bonds legal investment for fiduciaries.

20 2676-m. Agreement with state.

21 2676-n. Agreement with county.

22 2676-o. Exemption from taxes, assessments and certain fees.

23 2676-p. Actions against authority.

24 2676-q. Contracts.

EXPLANATION--Matter in italics (underscored) is new; matter in brackets [] is old law to be omitted.

LBD15633-02-4

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- 1 2676-r. Code of ethics.
2 2676-s. Agreements relating to payment in lieu of taxes.
3 2676-t. Audit and annual report.
4 2676-u. Limited liability.
5 2676-v. Transfer of applications, proceedings, approvals, and
6 permits.
7 2676-w. Separability.
8 2676-x. Effect of inconsistent provisions.
9 § 2676. Short title. This title may be cited as the "Albany county
10 pine hills land authority act".
11 § 2676-a. Statement of legislative findings and purpose. The legisla-
12 ture hereby finds and declares as follows:
13 1. The economic well-being of the county and the general welfare of
14 its people require adequate, and accessible performing arts centers,
15 athletic fields, educational facilities, and residential facilities.
16 2. The preservation and safeguarding of facilities at risk of being
17 underutilized and becoming blighted is a matter of vital importance not
18 only to the residents of the capital district but to all the state's
19 residents and is, therefore, a matter of state concern.
20 3. In order to ensure a healthy economy for such area and to promote
21 the general welfare of its residents, it is necessary to maintain and
22 improve the college of Saint Rose facilities and services in the county
23 of Albany in such a manner as to stimulate and promote a healthy econo-
24 my.
25 4. The general health and welfare of the state's residents requires
26 coordinated operation of the college of Saint Rose facilities and
27 services in the county of Albany by a public benefit authority.
28 5. The purposes of such authority shall be: (a) to promote accessible,
29 efficient and economically productive use of the facilities; (b) to
30 acquire, construct, reconstruct, continue, develop, equip, expand,
31 improve, maintain, finance, and operate the college of Saint Rose facil-
32 ities and services within the county of Albany; (c) to stimulate and
33 promote economic development; and (d) to make contracts and leases and
34 to execute all instruments necessary or convenient for its corporate
35 purposes.
36 6. Such purposes are in all respects public purposes for the benefit
37 of the people of the state of New York and for which public funds may be
38 expended and both the county and the authority in carrying out their
39 respective powers and duties under this title shall be deemed to be
40 acting in a governmental capacity. The acquisition, construction, recon-
41 struction, development, expansion, improvement, equipping, operation and
42 maintenance of any project financed or undertaken by the authority or
43 the county shall be deemed to be the performance of an essential govern-
44 mental function by the authority or the county acting in its govern-
45 mental capacity, whether such project shall be owned or operated by the
46 authority or by any person or public corporation.
47 7. It is hereby found and declared that it has been and remains the
48 policy of the state of New York to promote equal opportunity in employ-

49 ment for all persons, without discrimination on account of race, creed,
50 color, national origin, sex, age, disability or marital status, to
51 promote equality of economic opportunity for minority group members and
52 women, and minority and women-owned business enterprises.

53 § 2676-b. Definitions. As used or referred to in this title, unless a
54 different meaning clearly appears from the context:

55 1. "Authority" shall mean the Albany county pine hills land authority
56 created by this title.

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1 2. "City" shall mean the city of Albany.

2 3. "The college of Saint Rose facilities" shall mean any facility or
3 land including but not limited to any athletic facility, educational
4 facility, performing arts facility, or residential facility owned or
5 operated by the college of Saint Rose, and shall include such other
6 facilities, equipment, property, structures and appurtenances as may be
7 necessary or convenient in the operation, maintenance, development or
8 improvement of, leased by the authority to persons, engaged in the
9 production or development of the facilities or land.

10 4. "Bonds" shall mean the bonds, notes or other evidences of indebt-
11 edness issued by the authority pursuant to this title and the provisions
12 of this title relating to bonds and bond holders which shall apply with
13 equal force and effect to notes and note holders unless the context
14 otherwise clearly requires.

15 5. "Construction" shall mean the acquisition, erection, building,
16 alteration, repair, improvement, increase, enlargement, extension,
17 installation, reconstruction, renovation or rehabilitation of a project
18 including any appurtenances thereto which may be necessary or desirable
19 to promote the efficiency or effectiveness of such project; the
20 inspection and supervision thereof; and the engineering, consulting,
21 architectural, legal, fiscal and economic and environmental investi-
22 gations and studies, surveys, designs, plans, working drawings, specifi-
23 cations, procedures and other actions incidental thereto and claims
24 arising therefrom.

25 6. "Cost", as applied to any project, shall include the cost of the
26 acquisition of all property both real and personal, improved and unim-
27 proved, the cost of demolishing, removing or relocating any buildings or
28 structures on lands so acquired, including the cost of relocating
29 tenants or other occupants of the buildings or structures on such land
30 and the cost of acquiring any lands to which such buildings or struc-
31 tures may be moved or relocated, the cost of all systems, facilities,
32 machinery, apparatus and equipment, financing charges, interest prior
33 to, during and after construction to the extent not paid or provided for
34 from revenues or other sources, the cost of construction, the cost of
35 engineering and architectural surveys, plans and specifications, the
36 cost of consultants and legal services, the cost of lease, guarantees,
37 credit enhancement or bond insurance, other expenses necessary or inci-
38 dental to the construction of such project, and the financing of the
39 construction thereof, including the amount authorized in the resolution
40 of the authority providing for the issuance of bonds to be paid into any
41 reserve or other special fund from the proceeds of such bonds and the
42 financing of the placing of any project in operation, including
43 reimbursement, to any public corporation, the state, the federal govern-
44 ment, or any other person for expenditures, that would be costs of such
45 project had they been made directly by the authority.

46 7. "County" shall mean the county of Albany.

47 8. "Facility" shall include, but not be limited to, properties, struc-
48 tures, appurtenances, utilities, and such other works.

49 9. "Federal government" shall mean the United States of America, and
50 any department, board, commission, bureau, division, corporation, agen-
51 cy, or instrumentality thereof.
52 10. "Joint service arrangements" shall mean agreements between or
53 among the authority and any person, the state, the county, any other
54 public corporation including the advance Albany county alliance, the
55 federal government, any other state or agency or instrumentality there-
56 of, relating to property, buildings, structures, facilities, services,

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1 rates, classification, divisions, allowances or charges, or rules or
2 regulations pertaining thereto.

3 11. "Minority and women-owned business enterprise" or "minority or
4 women-owned business enterprise" shall mean a minority-owned business
5 enterprise and/or a women-owned business enterprise, as such terms are
6 defined by section three hundred ten of the executive law.

7 12. "Municipality" shall mean a county, city, town, village, or school
8 district.

9 13. "Person" shall mean any natural person, firm, partnership associ-
10 ation, joint venture, or corporation, exclusive of a public corporation.

11 14. "Personal property" shall mean chattels and other tangible things
12 of a moveable or removable nature.

13 15. "Property" shall mean both real and/or personal property.

14 16. "Project" shall mean any property or improvements located within
15 the state of New York and within or outside or partially outside the
16 county of Albany, including, but not limited to, machinery, equipment,
17 and other facilities deemed necessary or desirable in connection there-
18 with, or incidental thereto, whether or not in existence or under
19 construction upon the effective date of this title, which shall be
20 necessary or suitable for purposes and redevelopment of the college of
21 Saint Rose facilities provided, however, the authority shall not use its
22 funds in respect of any part of a project located wholly or partially
23 outside the county without the prior consent thereto by the governing
24 body of any other county in which a part or parts of such project is, or
25 is to be located.

26 17. "Public corporation" shall mean a county, city, town, village,
27 school district or special district, any public benefit corporation,
28 agency or instrumentality of the state or of any municipality, or two or
29 more of any of the foregoing acting jointly.

30 18. "Real property" shall mean lands, structures, franchises and
31 interests in land, airspace, waters, lands under water, riparian rights,
32 rights, any fixtures, equipment and articles of personal property
33 affixed to or used in connection therewith, and any and all things and
34 rights included within such term and includes not only fees simple abso-
35 lute but also any and all lesser interests including but not limited to
36 easements, rights of way, uses, leases, licenses and all other incorpo-
37 real hereditaments and every estate, interest or right, legal or equita-
38 ble, including terms for years and liens thereon by way of judgments,
39 mortgages, or otherwise.

40 19. "Revenues" shall mean all rates, fees, rents, revenues, charges,
41 and other income derived by the authority from the operation, leasing,
42 sale, or other disposition of the college of Saint Rose related facili-
43 ties.

44 20. "State" shall mean the state of New York.

45 § 2676-c. Albany county pine hills land authority. 1. There is hereby
46 created the Albany county pine hills land authority. The authority shall
47 be a body corporate and politic constituting a public benefit corpo-
48 ration. The authority shall consist of seven members who shall be resi-

49 dents of the county of Albany. Such members shall be appointed in the
50 following manner: four shall be appointed by the county executive, two
51 shall be appointed by the chairperson of the county legislature, and one
52 shall be appointed by the mayor of the city of Albany. Of the members of
53 the authority initially appointed by the county executive, two shall
54 serve for a term ending December thirty-first, two thousand twenty-eight
55 and two shall serve for a term ending December thirty-first, two thou-
56 sand twenty-nine. Of the members of the authority initially appointed by

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1 the chairperson of the county legislature, one shall serve for a term
2 ending December thirty-first, two thousand twenty-eight and one shall
3 serve for a term ending December thirty-first, two thousand twenty-nine.
4 The member of the authority initially appointed by the mayor of the city
5 of Albany shall serve for a term ending December thirty-first, two thou-
6 sand twenty-eight. Thereafter, each member of the authority shall serve
7 a term of four years. The members of the authority, once appointed,
8 shall designate one of the seven members of the authority to serve as
9 the chairperson of the authority. The authority may provide for such
10 officers as may be determined necessary and the same need not be members
11 of the authority.

12 2. All members of the authority shall continue to hold office until
13 their successors are appointed and qualify. Except as otherwise provided
14 in subdivision three of this section, vacancies of members of the
15 authority shall be filled in the manner provided for original appoint-
16 ment. Such vacancies, occurring otherwise than by expiration of term of
17 office, shall be filled for the unexpired terms. Members of the authori-
18 ty may be removed from office for the same reasons and in the same
19 manner as may be provided by law for the removal of officers of the
20 county. The members of the authority shall receive no compensation for
21 their services but shall be reimbursed for all their actual and neces-
22 sary expenses incurred in connection with the carrying out of the
23 purposes of this title. The powers as set forth in the by-laws of the
24 authority shall be established and vested in and be exercised by the
25 members of the authority at an initial meeting duly called and held and
26 four members of the authority shall constitute a quorum. No action shall
27 be taken at the initial meeting of the authority or any adjournment
28 thereof except pursuant to the favorable vote of at least four members
29 of the authority. Any amendment to the powers of the authority as set
30 forth in the by-laws of the authority shall only become effective upon
31 the favorable vote of at least four members of the authority.

32 3. Notwithstanding any inconsistent provision of any general, special
33 or local law, ordinance, resolution or charter, no officer, member, or
34 employee of the state or of any public corporation shall forfeit such
35 officer's, member's, or employee's office or employment by reason of
36 such officers', member's, or employee's acceptance of appointment as a
37 member, officer, or employee of the authority, nor shall service as such
38 member, officer, or employee be deemed incompatible or in conflict with
39 such office, membership, or employment.

40 4. Notwithstanding any inconsistent provision of any general, special
41 or local law, ordinance, resolution, or charter, no officer, member,
42 elected official or employee of the county of Albany or the city of
43 Albany shall be eligible to serve as a member of the authority.

44 5. All members of the authority shall be required to comply with the
45 Albany county code of ethics and to complete all disclosure forms
46 required by such code of ethics.

47 6. The authority and its corporate existence shall continue until
48 terminated by law, provided, however, that no such termination shall

49 take effect so long as the authority shall have bonds or other obli-
50 gations outstanding unless adequate provision has been made for the
51 payment or satisfaction thereof. Upon termination of the existence of
52 the authority, all of the rights and properties of the authority then
53 remaining shall pass to and vest in the county of Albany in such a
54 manner as prescribed by law.

55 § 2676-d. Advances on behalf of the authority; transfer of property to
56 the authority; acquisition of property by county for the authority. 1.

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1 In addition to any powers granted to it by law, the county may, from
2 time to time, appropriate by resolution sums of money to defray project
3 costs or any other costs and expenses of the authority including operat-
4 ing expenses. Subject to the rights of bond holders, the county may
5 determine if the monies so appropriated shall be subject to repayment by
6 the authority to the county and, in such event, the manner and time or
7 times for such repayment.

8 2. Notwithstanding any inconsistent provision of any general, special
9 or local law, ordinance, resolution or charter, any public corporation
10 may, by a majority vote of its governing body and the approval of its
11 chief executive officer, give, grant, sell, convey, loan, license the
12 use of, or lease to the authority any property or facilities, including
13 the college of Saint Rose facilities, which are useful in connection
14 with the exercise by the authority of its powers under this title. Any
15 such gift, grant, sale, conveyance, loan, license, or lease shall be
16 upon such terms and conditions, and for such term or terms of years,
17 subject to the rights of the holders of any bonds, as the authority and
18 such public corporation may agree. Any such gift, grant, sale, convey-
19 ance, lease, loan, or license shall not be subject to referendum,
20 permissive or mandatory. In the event that any public corporation gives,
21 grants, sells, conveys, loans, licenses, or leases any of the college of
22 Saint Rose facilities to the authority, such public corporation may
23 contract with the authority to lease, borrow, license, operate, main-
24 tain, manage, and provide services for such facilities upon such terms
25 and conditions and for such term or terms of years, subject to the
26 rights of holders of bonds, as the authority and such public corporation
27 may agree. The authority, in furtherance of any purchase, conveyance, or
28 lease of any property or facility from any public corporation, may
29 assume the primary responsibility for the payment of the principal and
30 interest on any bonds or notes issued by such public corporation for
31 such property or facility. For purposes of section 136.00 of the local
32 finance law, any agreement by the authority to assume the primary
33 responsibility for the payment of the principal and interest on any
34 bonds or notes issued by any such public corporation shall, so long as
35 such agreement shall continue to be honored by the authority, cause such
36 bonds or notes to be deemed to have been refunded and any such public
37 corporation may deduct from its gross indebtedness any outstanding
38 indebtedness contracted for such property or facility to be acquired by
39 the authority.

40 3. The county may acquire by purchase, grant, lease, gift, or condem-
41 nation pursuant to the eminent domain procedure law, real property in
42 the name of the county for any corporate purpose of the authority.

43 4. Notwithstanding the provisions of any other law, general, special,
44 or local, real property acquired by the authority or the county from the
45 state may be used for any corporate purpose of the authority provided,
46 however, no non-hazardous solid waste, toxic, or hazardous waste site,
47 center, consolidated collection, or transfer area, shall be located or
48 maintained at the college of Saint Rose facilities or lands adjacent

49 thereto that are used in support of the college of Saint Rose operations
50 as contained in any layout plan in existence upon the effective date of
51 this title or in the future.
52 § 2676-e. Transfer of officers and employees. 1. In accordance with
53 the provisions of section seventy of the civil service law, any officer
54 or employee of the county, may, at the request of the authority and with
55 the consent of the county executive, be transferred to the authority and
56 shall be eligible for such transfer and appointment, without further

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1 examination, to applicable offices, positions, and employment under the
2 authority. Any such officers or employees so transferred to the authori-
3 ty pursuant to this section, who are members of or benefit under any
4 pension or retirement fund or system under the laws of the state, shall
5 continue to have all rights, privileges, obligations and status with
6 respect to such fund or system as are prescribed by law, but during the
7 period of their employment by the authority, all contributions to such
8 funds or systems to be paid by the employer on account of such officers
9 or employees shall be paid by the authority.

10 2. A transferred employee shall remain in the same collective bargain-
11 ing unit as was the case prior to such employee's transfer; successor
12 employees to the positions held by such transferred employees shall,
13 consistent with the provisions of article fourteen of the civil service
14 law, be included in the same unit as such employee's predecessors.
15 Employees serving in positions in newly created titles shall be assigned
16 to the same collective bargaining unit as such employees would have been
17 assigned to such unit were such titles created prior to the establish-
18 ment of the authority. Nothing contained in this title shall be
19 construed (a) to diminish the rights of employees pursuant to a collec-
20 tive bargaining agreement; or (b) to affect existing law with respect to
21 an application to the public employment relations board seeking a desig-
22 nation by the board that certain persons are managerial or confidential.

23 § 2676-f. General powers of the authority. Except as otherwise limit-
24 ed by this title, the authority shall have power:

25 1. To sue and be sued;

26 2. To have a seal and alter the same at pleasure;

27 3. To borrow money and issue bonds for any of its corporate purposes
28 or its projects and to provide for the rights of the holders thereof;

29 4. To make and alter by-laws for its organization and management, and,
30 subject to agreements with its bondholders, to make and alter rules and
31 regulations governing the exercise of its powers and the fulfillment of
32 its purposes under this title;

33 5. To acquire by purchase, grant, lease, gift, or otherwise and to
34 hold and use property necessary, convenient, or desirable to carry out
35 its corporate purposes, and to sell, convey, mortgage, lease, pledge,
36 exchange, or otherwise dispose of any such property in such manner as
37 the authority shall determine;

38 6. To acquire, construct, reconstruct, lease, expand, improve, main-
39 tain, equip, furnish, or operate one or more projects and, if necessary,
40 to pay or finance the cost thereof;

41 7. To accept gifts, grants, loans, or contributions of funds or prop-
42 erty or financial or other aid in any form from, and enter into
43 contracts or other transactions with, the federal government, the state,
44 the county of Albany, or any public corporation or any other source, and
45 to use any such gifts, grants, loans, or contributions for any of its
46 corporate purposes;

47 8. To grant options to renew any lease with respect to any project or
48 projects and to grant options to buy any project at such price as the

49 authority may deem desirable;
50 9. To designate the depositories of its money;
51 10. To establish its fiscal year;
52 11. To enter into contracts, agreements and leases with the federal
53 government, the state, the county, any person or other public corpo-
54 ration and to execute all instruments necessary or convenient to accom-
55 plishing its corporate purposes;

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1 12. To appoint such officers, employees, and agents as the authority
2 may require for the performance of its duties, in coordination with the
3 advance Albany county alliance, and to fix and determine their quali-
4 fications, duties, and compensation subject to the provisions of the
5 civil service law and any applicable collective bargaining agreement,
6 and to retain or employ counsel, auditors, engineers, and private
7 consultants on a contract basis or otherwise for rendering professional,
8 management, or technical services and advice;

9 13. With the consent of the county executive, and in coordination with
10 the advance Albany county alliance, to use employees, agents, consult-
11 ants, and facilities of the county, paying the county its agreed propor-
12 tion of the compensation or costs;

13 14. To make and adopt plans, surveys, and studies necessary, conven-
14 ient, or desirable to the effectuation of the purposes and powers of the
15 authority and to prepare recommendations in regard thereto;

16 15. To enter upon such lands, waters, or premises as in the judgment
17 of the authority may be necessary, convenient, or desirable for the
18 purpose of making surveys, soundings, borings, and examinations to
19 accomplish any purpose authorized by this title, the authority being
20 liable for any actual damage done;

21 16. To covenant and consent that the interest on any of its bonds or
22 notes issued pursuant to this title shall be includable, under the
23 United States Internal Revenue Code of 1986, as amended or any subse-
24 quent corresponding internal revenue law of the United States, in gross
25 income of the holders of the bonds or notes to the same extent and in
26 the same manner that the interest on bills, bonds, notes or other obli-
27 gations of the United States is includable in the gross income of the
28 holders thereof under such code or any such subsequent law; and

29 17. To insure or provide for the insurance of the authority's property
30 or operations as required by law and also against such other risks as
31 the authority may deem advisable.

32 § 2676-g. Special powers of the authority. In order to effectuate the
33 purpose of this title:

34 1. The authority may enter into any joint service arrangements as
35 hereinafter provided.

36 2. The authority may, on such terms and conditions as the authority
37 may determine necessary, convenient, or desirable establish, construct,
38 effectuate, operate, manage, maintain, renovate, improve, extend, or
39 repair any of the college of Saint Rose facilities, or may provide for
40 such establishment, construction, effectuation, operation, management,
41 maintenance, renovation, improvement, extension, or repair by contract,
42 lease, or other arrangement on such terms as the authority may deem
43 necessary, convenient, or desirable with the federal government, any
44 state or agency or instrumentality thereof, any person, or public corpo-
45 ration. In connection with the operation of any such facilities, the
46 authority may establish, construct, effectuate, operate, manage, main-
47 tain, renovate, improve, extend, or repair, or may provide by contract,
48 lease, or other arrangement for the establishment, construction, effec-

49 tuition, operation, management, maintenance, renovation, improvement,
50 extension, or repair of any related services and activities it deems
51 necessary, convenient, or desirable.
52 3. The authority may establish, fix, revise, levy, and collect or
53 cause to be established, fixed, revised, levied, and collected and, in
54 the case of a joint service arrangement, join with others in the estab-
55 lishment, fixing, revision, levy and collection of such rentals, rates,
56 charges, concession fees and other fees as it may deem necessary,

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1 convenient, or desirable for the use and operation of any of the college
2 of Saint Rose facilities, and related services operated or managed by
3 the authority or under contract, lease, or other arrangement, including
4 joint service arrangements, with the authority. Such rentals, rates,
5 charges, concession fees, or other fees shall be at least sufficient at
6 all times in the judgment of the authority to establish and maintain the
7 operations of the authority on a self-sustaining basis. Such operations
8 shall be deemed to be on a self-sustaining basis as required by this
9 title, when the authority is able to pay or fund or cause to be paid or
10 funded from revenues and any other funds actually available to the
11 authority: (a) the principal of, premium, if any, and the interest on
12 outstanding bonds of the authority as the same shall become due and
13 payable and any capital or debt service reserve therefor and, to the
14 extent required by an agreement between the county and the authority,
15 the principal of and interest on any general obligations bonds, notes,
16 or other evidence of indebtedness of the county issued for or allocable
17 to any project of the authority as the same shall become due and payable
18 and any reserves therefor; (b) the cost of administering, maintaining,
19 repairing and operating any project of the authority; (c) the cost of
20 constructing capital improvements thereto pursuant to any agreement
21 between the county and the authority; (d) any liabilities incurred for
22 or allocable to any project of the authority including any liabilities
23 of the county assumed by the authority pursuant to any agreement between
24 the county and the authority, as the same become due and payable; (e)
25 any requirements of any agreement including those relating to the estab-
26 lishment of reserves for renewal and replacement and for uncollected
27 rentals, rates, charges, and fees and covenants respecting rates and
28 debt service and earnings coverage ratios; (f) all other reasonable and
29 necessary expenses of the authority; and (g) the cost of such additional
30 projects as may be at the time of the effective date of this title or
31 thereafter authorized, by law and agreed to by the authority.

32 4. The authority may establish and, in the case of joint service
33 arrangements, join with others in the establishment of such schedules
34 and standards of operations and such other rules and regulations includ-
35 ing but not limited to rules and regulations governing the conduct,
36 safety, and security of the public as it may deem necessary, convenient,
37 or desirable for the use, operation, and management of any project and
38 related services operated or managed by the authority or under contract,
39 lease or other arrangement, including joint service arrangements, with
40 the authority. Such rules and regulations governing the conduct, safety,
41 and security of the public shall be filed with the department of state
42 in the manner provided by section one hundred two of the executive law.
43 In the case of any conflict between any such rule or regulation of the
44 authority governing the conduct, safety, and security of the public and
45 any local law, ordinance, rule, or regulation, such rule or regulation
46 of the authority shall prevail.

47 5. The authority may do all things it deems necessary, convenient, or
48 desirable to manage, control, and direct the maintenance and operation

49 of the college of Saint Rose facilities, equipment, or property operated
50 by or under contract, lease, or other arrangement with the authority.
51 Except as agreed to pursuant to any agreement between the authority and
52 any public corporation and except as hereinafter specially provided, no
53 municipality except for the county, shall have jurisdiction over any
54 facilities of the authority or any of its activities or operations. The
55 authority shall provide for such facilities police, fire, and health
56 protection services.

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1 6. The authority may accept unconditional grants of money or property
2 from any municipality where the whole or any part of such municipality
3 is served or is to be served by a facility operated by the authority.
4 Such grants of money or property shall be for the purpose of assisting
5 the authority in meeting its capital or operating expenses. The accept-
6 ance of any such grant shall not operate to make the authority an agency
7 of the municipality making such grant.

8 7. In any instance where the county is required by law, with respect
9 to any of the college of Saint Rose facilities, to conduct a public
10 hearing in connection with a contract, lease, joint service arrangement,
11 charge, rental, or fee, the authority shall not enter into such
12 contract, lease, joint service arrangement, or establish, fix, revise,
13 or levy any charge, rental, concession fee, or other fee unless and
14 until the authority has held a public hearing at which interested
15 persons have had an opportunity to be heard concerning the same,
16 provided, however, if the county has conducted a public hearing in
17 connection with such contract, lease, joint service agreement, charge,
18 rental, or fee, the authority shall not be required to hold a public
19 hearing. Notice of such public hearing shall be published by the author-
20 ity at least ten days before the date set therefor, in at least one
21 newspaper of general circulation in the county. Such notice shall set
22 forth the date, time, and place of such hearing and shall include a
23 brief description of the matters to be considered at such meeting. At
24 all such hearings, any interested persons shall have an opportunity to
25 be heard concerning the matters under consideration. Any decision of the
26 authority on matters considered at such public hearing shall be in writ-
27 ing and be made available in the office of the authority for public
28 inspection during regular office hours.

29 § 2676-h. Bonds of the authority. 1. The authority shall have the
30 power and is hereby authorized from time to time to issue bonds, notes
31 or other obligations to pay the cost of any project or for any other
32 corporate purpose, including the establishment of reserves to secure the
33 bonds, the payment of principal of, premium, if any, and interest on the
34 bonds and the payment of incidental expenses in connection therewith.
35 The aggregate principal amount of such bonds, notes, or other obli-
36 gations outstanding shall not exceed eighty million dollars, excluding
37 bonds, notes, or other obligations issued to refund or otherwise repay
38 bonds, notes, or other obligations theretofore issued for such purposes;
39 provided, however, that upon any such refunding or repayment the total
40 aggregate principal amount of outstanding bonds, notes, or other obli-
41 gations may be greater than eighty million dollars only if the present
42 value of the aggregate debt service of the refunding or repayment bonds,
43 notes, or other obligations to be issued shall not exceed the present
44 value of the aggregate debt service of the bonds, notes, or other obli-
45 gations so to be refunded or repaid. For purposes hereof, the present
46 values of the aggregate debt service of the refunding or repayment
47 bonds, notes, or other obligations and of the aggregate debt service of
48 the bonds, notes, or other obligations so refunded or repaid, shall be

49 calculated by utilizing the effective interest rate of the refunding or
50 repayment bonds, notes, or other obligations, which shall be that rate
51 arrived at by doubling the semi-annual interest rate (compounded semi-
52 annually) necessary to discount the debt service payments on the refund-
53 ing or repayment bonds, notes, or other obligations from the payment
54 dates thereof to the date of issue of the refunding or repayment bonds,
55 notes, or other obligations and to the price bid including estimated
56 accrued interest or proceeds received by the authority including esti-

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1 mated accrued interest from the sale thereof. The authority shall have
2 power and is hereby authorized to enter into such agreements and perform
3 such acts as may be required under any applicable federal legislation to
4 secure a federal guarantee of any bonds.

5 2. The authority shall have power from time to time to renew bonds or
6 to issue renewal bonds for such purpose, to issue bonds to pay bonds,
7 and, whenever it deems refunding expedient, to refund any bond by the
8 issuance of new bonds, whether the bonds to be refunded have or have not
9 matured, and may issue bonds partly to refund bonds then outstanding and
10 partly for any other corporate purpose of the authority. Bonds, other
11 than notes or other evidence of indebtedness, issued for refunding
12 purposes, which have a final maturity date longer than the maturity of
13 the bonds being refunded, shall be approved by a resolution of the coun-
14 ty legislature adopted by a majority vote and approved by the county
15 executive. Bonds issued for refunding purposes shall be sold and the
16 proceeds applied to the purchase, redemption, or payment of the bonds or
17 notes to be refunded.

18 3. Bonds issued by the authority may be general obligations of the
19 authority or may be special obligations payable solely out of particular
20 revenues or other moneys as may be designated in the proceedings of the
21 authority under which the bonds shall be authorized to be issued,
22 subject as to priority only to any agreements with the holders of
23 outstanding bonds pledging any particular property, revenues, or moneys.
24 The authority may also enter into loan agreements, lines of credit and
25 other security agreements and obtain for or on its behalf letters of
26 credit, insurance, guarantees, or other credit enhancements to the
27 extent now or hereafter available, in each case for securing its bonds
28 or to provide direct payment of any costs which the authority is author-
29 ized to pay.

30 4. (a) Bonds shall be authorized by resolution of the authority, be in
31 such denominations and bear such date or dates and mature at such time
32 or times, as such resolution may provide, provided that bonds and
33 renewals thereof shall mature within forty years from the date of
34 original issuance of any such bonds.

35 (b) Bonds shall be subject to such terms of redemption, bear interest
36 at such rate or rates, be payable at such times, be in such form, either
37 coupon or registered, carry such registration privileges, be executed in
38 such manner, be payable in such medium of payment at such place or plac-
39 es, and be subject to such terms and conditions as such resolution may
40 provide. Notwithstanding any other provision of law, the bonds of the
41 authority issued pursuant to this section shall be sold to the bidder
42 offering the lowest true interest cost, taking into consideration any
43 premium or discount not less than four nor more than fifteen days,
44 Sundays excepted, after a notice of such sale has been published at
45 least once in a newspaper of general circulation in the area served by
46 the authority, which shall state the terms of the sale. The terms of the
47 sale shall not change unless notice of such change is published in such
48 newspaper at least one day prior to the date of the sale as set forth in

49 the original notice of sale. Advertisements shall contain a provision to
50 the effect that the authority, in its discretion, may reject any or all
51 bids made in pursuance of such advertisements, and in the event of such
52 rejection, the authority is authorized to negotiate a private or public
53 sale or readvertise for bids in the form and manner above described as
54 many times as, in its judgment, may be necessary to effect satisfactory
55 sale.

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(c) Notwithstanding paragraph (b) of this subdivision, whenever in the judgment of the authority the interests of the authority will be served thereby, the members of the authority, on the written recommendation of the chairperson, may authorize the sale of such bonds at private or public sale on a negotiated basis or on either a competitive or negotiated basis. The authority shall set guidelines governing the terms and conditions of any such private or public sales. The private or public bond sale guidelines set by the authority shall include, but not be limited to, a requirement that where the interests of the authority will be served by a private or public sale of bonds, the authority shall select underwriters for each private or public bond sale conducted pursuant to a request for proposal process and consideration of proposals from qualified underwriters taking into account, among other things, qualifications of underwriters as to experience, their ability to structure and sell authority bond issues, anticipated costs to the authority, the prior experience of the authority with the firm, if any, the capitalization of such firms, participation of qualified minority and women-owned business enterprise firms in such private or public sales of bonds of the authority and the experience and ability of firms under consideration to work with minority and women-owned business enterprises so as to promote and assist participation by such enterprises.

(d) The authority shall have the power from time to time to amend such private bond sale guidelines in accordance with the provisions of this subdivision.

(e) No private or public bond sale on a negotiated basis shall be conducted by the authority without prior approval of the state comptroller and the county comptroller. The authority shall annually prepare and approve a bond sale report which shall include the private or public bond sale guidelines as specified in this subdivision, amendments to such guidelines since the last private or public bond sale report, an explanation of the bond sale guidelines and amendments, and the results of any sale of bonds conducted during the fiscal year. Such bond sale report may be a part of any other annual report that the authority is required to make.

(f) The authority shall annually submit its bond sale report to the state comptroller and the county comptroller and copies thereof to the senate finance committee and the assembly ways and means committee.

(g) The authority shall make available to the public copies of its bond sale report upon reasonable request thereof.

(h) Nothing contained in this subdivision shall be deemed to alter, affect the validity of, modify the terms of or impair any contract or agreement made or entered into in violation of, or without compliance with, the provisions of this subdivision.

5. Any resolution or resolutions authorizing bonds or any issue of bonds may contain provisions which may be a part of the contract with the holders of the bonds thereby authorized as to:

(a) pledging all or part of the revenues, other monies or property of

49 the authority to secure the payment of the bonds, or any costs of issu-
50 ance thereof, including but not limited to any contracts, earnings, or
51 proceeds of any grant to the authority received from any private or
52 public source subject to such agreements with bond holders as may then
53 exist;
54 (b) the setting aside of reserves and the creation of sinking funds
55 and the regulation and disposition thereof;

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1 (c) limitations on the purpose to which the proceeds from the sale of
2 bonds may be applied;

3 (d) the rates, rents, fees, and other charges to be fixed and
4 collected by the authority and the amount to be raised in each year
5 thereby and the use and disposition of revenues;

6 (e) limitations on the right of the authority to restrict and regulate
7 the use of the project or part thereof in connection with which bonds
8 are issued;

9 (f) limitations on the issuance of additional bonds, the terms upon
10 which additional bonds may be issued and secured and the refunding of
11 outstanding or other bonds;

12 (g) the procedure, if any, by which the terms of any contract with
13 bond holders shall be amended or abrogated, the amount of bonds the
14 holders of which shall consent thereto, and the manner in which such
15 consent shall be given;

16 (h) the creation of special funds into which any revenues or monies
17 shall be deposited;

18 (i) the terms and provisions of any trust, mortgage, deed or indenture
19 securing the bonds under which the bond shall be issued;

20 (j) vesting in a trustee or trustees such properties, rights, powers,
21 and duties in trust as the authority may determine which may include any
22 or all of the rights, powers, and duties of the trustees appointed by
23 the bond holders to appoint a trustee pursuant to this title or limiting
24 the rights, duties, and powers of such trustee;

25 (k) defining the acts or omissions to act which shall constitute a
26 default in the obligations and duties of the authority to the bond hold-
27 ers and providing for the rights and remedies of the bond holders in the
28 event of such default, including as a matter of right appointment of a
29 receiver, provided, however, that such rights and remedies shall not be
30 inconsistent with the general laws of the state and other provisions of
31 this title;

32 (l) limitations on the power of the authority to sell or otherwise
33 dispose of any project or any part thereof;

34 (m) limitations on the amount of revenues and other monies to be
35 expended for operating, administrative or other expenses of the authori-
36 ty;

37 (n) the payment of the proceeds of bonds, revenues, and other monies
38 to a trustee or other depository, and for the method of disbursement
39 thereof with such safeguards and restrictions as the authority may
40 determine; and

41 (o) any other matters of like or different character which in any way
42 affect the security or protection of the bonds or the rights and reme-
43 dies of bondholders.

44 6. In addition to the powers conferred upon the authority to secure
45 its bonds under this section, the authority shall have power in
46 connection with the issuance of bonds to adopt resolutions and enter
47 into such trust indentures, agreements or other instruments as the
48 authority may deem necessary, convenient or desirable concerning the use

49 or disposition of its revenues or other monies or property, including
50 the mortgaging of any property and the entrusting, pledging, or creation
51 of any other security interest in any such revenues, monies, or property
52 and the doing of any act, including refraining from doing any act which
53 the authority would have the right to do in the absence of such resol-
54 utions, trust indentures, agreements, or other instruments. The authori-
55 ty shall have power to enter into amendments of any such resolutions,
56 trust indentures, agreements, or other instruments. The provisions of

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1 any such resolutions, trust indentures, agreements, or other instruments
2 may be made a part of the contract with the holders of bonds of the
3 authority.

4 7. Notwithstanding any provision of the uniform commercial code to the
5 contrary, any pledge of or other security interest in revenues, monies,
6 accounts, contract rights, general intangibles, or other personal prop-
7 erty made or created by the authority shall be valid, binding, and
8 perfected from the time when such pledge is made or other security
9 interest attaches without any physical delivery of the collateral or
10 further act, and the lien of any such pledge or other security interest
11 shall be valid, binding, and perfected against all parties having claims
12 of any kind in tort, contract, or otherwise against the authority irre-
13 spective of whether or not such parties have notice thereof. No instru-
14 ment by which such a pledge or security interest is created, nor any
15 financing statement need be recorded or filed.

16 8. Regardless of whether the bonds are of such form and character as
17 to be negotiable instruments under the terms of the uniform commercial
18 code, the bonds are hereby made negotiable instruments within the mean-
19 ing of and for all the purposes of the uniform commercial code, subject
20 only to the provisions of the bonds for registration.

21 9. Neither the members of the authority nor any person executing its
22 bonds shall be liable personally on its bonds or be subject to any
23 personal liability or accountability by reason of the issuance thereof.

24 10. Subject to such agreements with bondholders as may then exist, the
25 authority shall have power out of any funds available therefor to
26 purchase bonds of the authority, which shall thereupon be cancelled, at
27 a price not exceeding (a) if the bonds are then redeemable, the redemp-
28 tion price then applicable plus accrued interest to the next interest
29 payment date; or (b) if the bonds are not then redeemable, the redemp-
30 tion price applicable on the first date after such purchase upon which
31 the bonds become subject to redemption plus accrued interest to the next
32 interest payment date. Bonds so purchased shall thereupon be cancelled.

33 § 2676-i. Remedies of bondholders. Subject to any resolution or resol-
34 utions adopted pursuant to this title:

35 1. In the event that the authority shall default in the payment of
36 principal or of interest on any issue of bonds, after the same shall
37 become due, whether at maturity or upon call for redemption, and such
38 default shall continue for a period of thirty days, or in the event that
39 the authority shall fail or refuse to comply with the provisions of this
40 title or shall default in any agreement made with the holders of any
41 issue of bonds, the holders of twenty-five per centum in aggregate prin-
42 cipal amount of the bonds of such issue then outstanding, by instrument
43 or instruments filed in the office of the clerk of the county in which
44 the principal office of the authority is located and proved or acknowl-
45 edged in the same manner as a deed to be recorded, may appoint a trustee
46 to represent the holders of such bonds for the purpose provided under
47 this section.

48 2. Such trustee may, and upon written request of the holders of twen-

49 ty-five per centum in principal amount of such bonds outstanding shall,
50 in such trustee's own name:
51 (a) by action or proceeding in accordance with the civil practice law
52 and rules, enforce all rights of the bondholders, including the right to
53 require the authority to collect rents, rates, fees, and charges
54 adequate to carry out any agreement as to, or pledge of, such rents,
55 rates, fees, and charges and to require the authority to carry out any

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1 other agreements with the holders of such bonds to perform its duties
2 under this title;

3 (b) bring an action or proceeding upon such bonds;

4 (c) by action or proceeding, require the authority to account as if it
5 were the trustee of an express trust for the holders of such bonds;

6 (d) by action or proceeding, enjoin any acts or things which may be
7 unlawful or in violation of the rights of the holders of such bonds; and

8 (e) declare all such bonds due and payable, and if all defaults shall
9 be made good, then with the consent of the holders of the twenty-five
10 per centum of the principal amount of such bonds then outstanding, to
11 annul such declaration and its consequences.

12 3. Such trustee shall in addition to the provisions of subdivisions
13 one and two of this section, have and possess all of the powers neces-
14 sary or appropriate for the exercise of any functions specifically set
15 forth under this section or incident to the general representation of
16 bond holders in the enforcement and protection of their rights.

17 4. The supreme court shall have jurisdiction of any action or proceed-
18 ing by the trustee on behalf of such bond holders. The venue of any such
19 action or proceeding shall be laid in the county.

20 5. Before declaring the principal of bonds due and payable the trustee
21 shall first give thirty days notice in writing to the authority.

22 6. (a) Any such trustee, whether or not the issue of bonds represented
23 by such trustee has been declared due and payable, shall be entitled as
24 of right to the appointment of any receiver of any part or parts of the
25 project, the revenues of which are pledged for the security of bonds of
26 such issue, and such receiver may enter and take possession of such part
27 or parts of the project and, subject to any pledge or agreement with the
28 holders of such bonds, shall take possession of all monies and other
29 property derived from such part or parts of the project and proceed with
30 any construction thereon or the acquisition of any property, real or
31 personal, in connection therewith that the authority is under obligation
32 to do, and operate, maintain, and reconstruct such part or parts of the
33 project and collect and receive all revenues thereafter arising there
34 from subject to any pledge or agreement with bond holders relating ther-
35 eto and perform the public duties and carry out the agreements and obli-
36 gations of the authority under the direction of the court.

37 (b) In any suit, action or proceeding by the trustee, the fees, coun-
38 cil fees, and expenses of the trustee and of the receiver, if any, shall
39 constitute taxable disbursements and all costs and disbursements allowed
40 by the court shall be a first charge on any revenues derived from the
41 project.

42 § 2676-j. State and county not liable on authority bonds. Neither the
43 state, the county, nor the city shall be liable on the bonds of the
44 authority and such bonds shall not be a debt of the state, the county or
45 the city, and such bonds shall contain on the face thereof a statement
46 to such effect.

47 § 2676-k. Monies of the authority. All monies of the authority from
48 whatever source derived shall be paid to the treasurer of the authority

49 and shall be deposited forthwith in a bank or banks designated by the
50 authority. The monies in such accounts shall be paid out on check of the
51 treasurer upon requisition by such person or persons as the authority
52 may authorize to make such requisitions. All deposits of such monies
53 shall be secured by obligations of the United States or of the state or
54 of any municipality of a market value equal at all times to the amount
55 on deposit, and all banks and trust companies shall be authorized to
56 give such security for such deposits. To the extent practicable,

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1 consistent with the cash requirements of the authority, all such monies
2 shall be deposited in interest bearing accounts. The authority shall
3 have power, notwithstanding the provisions of this section, to contract
4 with the holders of any bonds as to the custody, collection, security,
5 investment and payment of any monies of the authority or any monies held
6 in trust or otherwise for the payment of bonds or any way to secure
7 bonds, and carry out any such contract notwithstanding that such
8 contract may be inconsistent with the provisions of this section. Monies
9 held in trust or otherwise for the payment of bonds or in any way to
10 secure bonds and deposits of such monies may be secured in the same
11 manner as monies of the authority and all banks and trust companies are
12 authorized to give such security for such deposits. Any monies of the
13 authority not required for immediate use or disbursement may, at the
14 discretion of the authority, be invested in those obligations specified
15 pursuant to the provision of section ninety-eight-a of the state finance
16 law. Subject to the provisions of any contract with bond holders and
17 with the approval of the state comptroller, the authority shall
18 prescribe a system of accounts.

19 § 2676-l. Bonds legal investment for fiduciaries. The bonds of the
20 authority are hereby made securities in which all public officers and
21 bodies of the state and all municipalities, all insurance companies and
22 associations and other persons carrying on an insurance business, all
23 banks, bankers, trust companies, savings banks and savings associations,
24 including savings and loan associations, building and loan associations,
25 investment companies and other persons carrying on a banking business,
26 and administrators, guardians, executors, trustees and other fiduciar-
27 ies, and all other persons whatsoever, who are upon the effective date
28 of this title, or thereafter, authorized to invest in bonds or other
29 obligations of the state may properly and legally invest funds including
30 capital in their control or belonging to them. Notwithstanding other
31 provisions of law, the bonds are also hereby made securities which may
32 be deposited with and may be received by all public officers and bodies
33 of the state and all municipalities for any purposes for which the
34 deposit of bonds or other obligations of this state is upon the effec-
35 tive date of this title, or thereafter authorized.

36 § 2676-m. Agreement with state. The state does hereby pledge to and
37 agree with the holders of any bonds issued by the authority pursuant to
38 this title and with those persons or public corporations who may enter
39 into contracts with the authority pursuant to the provisions of this
40 title that the state will not alter, limit or impair the rights hereby
41 vested in the authority to purchase, construct, own and operate, main-
42 tain, repair, improve, reconstruct, renovate, rehabilitate, enlarge,
43 increase and extend, or dispose of any project, or any part or parts
44 thereof for which bonds of the authority shall have been issued, to
45 establish and collect rates, rents, fees, and other charges referred to
46 in this title, to fulfill the terms of any contracts or agreements made
47 with or for the benefit of the holders of bonds or with any person or
48 public corporation with reference to such project or part thereof, or in

49 any way to impair the rights and remedies of the holders of bonds, until
50 the bonds, together with interest thereon, including interest on any
51 unpaid installments of interest, and all costs and expenses in
52 connection with any action or proceeding by or on behalf of the holders
53 of bonds, are fully met and discharged and such contracts are fully
54 performed on the part of the authority. The authority is authorized to
55 include this pledge and agreement of the state in any agreement with the
56 holders of bonds.

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1 § 2676-n. Agreement with county. The county is authorized to pledge to
2 and agree with the holders of any bonds issued by the authority pursuant
3 to this title and with those persons or public corporations who may
4 enter into contracts with the authority pursuant to the provisions of
5 this title that the county will not alter, limit or impair the rights
6 hereby vested in the authority to purchase, construct, own and operate,
7 maintain, repair, improve, reconstruct, renovate, rehabilitate, enlarge,
8 increase and extend, or dispose of any project, or any part or parts
9 thereof, for which bonds of the authority shall have been issued, to
10 establish and collect rates, rents, fees and other charges referred to
11 in this title, to fulfill the terms of any agreements made with the
12 holders of the bonds or with any public corporation or person with
13 reference to such project or part thereof, or in any way impair the
14 rights and remedies of the holders of bonds, until the bonds, together
15 with interest thereon, including interest on any unpaid installments of
16 interest, and all cost and expenses in connection with any action or
17 proceeding by or on behalf of the holders of bonds, are fully met and
18 discharged and such contracts are fully performed on the part of the
19 authority.

20 § 2676-o. Exemption from taxes, assessments and certain fees. 1. The
21 authority shall not be required to pay any fees, taxes, special ad valo-
22 rem levies, or assessments, whether state or local, including but not
23 limited to fees, taxes, special ad valorem levies, or assessments on
24 real property, franchise taxes, sales taxes, or other excise taxes, upon
25 any property owned by it or under its jurisdiction, control or super-
26 vision, or upon the uses thereof, or upon its activities in the opera-
27 tion and maintenance of its facilities or any rentals, rates, charges,
28 fees, revenues, or other income received by the authority. Notwithstand-
29 ing the previous sentence, the authority shall be required to pay water
30 and pure water fees or charges as may be negotiated by any public corpo-
31 ration. The authority shall at all times be exempt from any filing,
32 mortgage recording, or transfer fees or taxes in relation to instruments
33 filed, recorded, or transferred by it or on its behalf. The
34 construction, use, occupation, or possession of any property owned by
35 the authority or the county, including improvements thereon, by any
36 person or public corporation under a lease, lease and sublease, or any
37 other agreement shall not operate to abrogate or limit the foregoing
38 exemption, notwithstanding that the lessee, user, occupant, or person in
39 possession shall claim ownership for federal income tax purposes.

40 2. Any bonds issued pursuant to this title together with the income
41 therefrom as well as the property of the authority shall at all times be
42 exempt from taxes, except for transfer and estate taxes. The state here-
43 by covenants with the purchasers and with all subsequent holders and
44 transferees of bonds issued by the authority pursuant to this title, in
45 consideration of the acceptance of and payment for the bonds, that the
46 bonds of the authority issued pursuant to this title and the income
47 therefrom and all revenues, monies, and other property pledged to secure
48 the payment of such bonds shall at all times be free from taxation,

49 except for transfer and estate taxes.

50 § 2676-p. Actions against authority. 1. Except in an action for wrong-
51 ful death, no action or special proceeding shall be prosecuted or main-
52 tained against the authority, its members, officers, or employees for
53 personal injury or damage to real or personal property alleged to have
54 been sustained by reason of the negligence, tort, or wrongful act of the
55 authority or of any member, officer, agent, or employee thereof, unless
56 (a) a notice of claim shall have been made and served upon the authority

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1 within the time limit set by and in compliance with section fifty-e of
2 the general municipal law; (b) it shall appear by and as an allegation
3 in the complaint or moving papers that at least thirty days have elapsed
4 since the service of such notice and that adjustment or payment thereof
5 has been neglected or refused; (c) the action or special proceeding
6 shall be commenced within one year and ninety days after the happening
7 of the event upon which the claim is based; and (d) an action against
8 the authority for wrongful death shall be commenced in accordance with
9 the notice of claim and time limitation provisions of title eleven of
10 article nine of this chapter.

11 2. Whenever a notice of claim is served upon the authority, it shall
12 have the right to demand an examination of the claimant relative to the
13 occurrence and extent of the injuries or damages for which claim is
14 made, in accordance with the provisions of section fifty-h of the gener-
15 al municipal law.

16 3. The authority may require any person presenting for settlement an
17 account or claim for any cause whatever against the authority to be
18 sworn before a member, counsel, or an attorney, officer, or employee of
19 the authority designated for such purpose, concerning such account or
20 claim and, when so sworn, to answer orally as to any facts relative to
21 such account or claim. The authority shall have power to settle or
22 adjust all claims in favor of or against the authority.

23 4. Any action or proceeding to which the authority or the people of
24 the state may be parties, in which any question arises as to the validi-
25 ty of this title, shall be preferred over all other civil causes of
26 action or cases, except election causes of action or cases, in all
27 courts of the state and shall be heard and determined in preference to
28 all other civil business pending therein except election causes, irre-
29 spective of position on the calendar. The same preference shall be
30 granted upon application of the authority or its counsel in any action
31 or proceeding questioning the validity of this title in which the
32 authority may be allowed to intervene. The venue of any such action or
33 proceeding shall be laid in the supreme court of the county.

34 5. The rate of interest to be paid by the authority upon any judgment
35 for which it is liable, other than a judgment on its bonds, shall be the
36 rate prescribed by section five thousand four of the civil practice law
37 and rules. Interest on payments of principal or interest on any bonds in
38 default shall accrue at the rate borne by such bonds from the due date
39 thereof until paid or otherwise satisfied.

40 § 2676-q. Contracts. 1. All contracts for construction shall be let by
41 the authority in conformity with the applicable provisions of section
42 one hundred thirty-five of the state finance law and shall be let in
43 accordance with the provisions of state law pertaining to prevailing
44 wages, labor standards, and working hours.

45 2. The authority may, in its discretion, assign contracts for super-
46 vision and coordination to the successful bidder for any subdivision of
47 work for which the authority receives bids. The authority shall not
48 award any construction contract except to the lowest bidder who, in its

49 opinion, is qualified to perform the work required and who is responsi-
50 ble and reliable. The authority may, however, reject any or all bids or
51 waive any informality in a bid if it believes that the public interest
52 will be promoted thereby. The authority may reject any bid if, in its
53 judgment, the business and technical organization, plant, resources,
54 financial standing, or experience of the bidder justifies such rejection
55 in view of the work to be performed.

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1 § 2676-r. Code of ethics. 1. Definition. As used in this section the
2 term "authority employee" shall mean any member, officer, or employee of
3 the authority.

4 2. Rule with respect to conflicts of interest. No authority employee
5 should have any interest, financial or otherwise, direct or indirect, or
6 engage in any business or transaction or professional activity, or incur
7 any obligation of any nature, which is in substantial conflict with the
8 proper discharge of such authority employee's duties in the public
9 interest.

10 3. Standards. (a) No authority employee shall accept other employment
11 which will impair such authority employee's independence of judgment in
12 the exercise of such authority employee's official duties.

13 (b) No authority employee shall accept employment or engage in any
14 business or professional activity which will require such authority
15 employee to disclose confidential information which such authority
16 employee has gained by reason of such authority employee's official
17 position or authority.

18 (c) No authority employee shall disclose confidential information
19 acquired by such authority employee in the course of such authority
20 employee's official duties nor use such information to further such
21 authority employee's personal interests.

22 (d) No authority employee shall use or attempt to use such authority
23 employee's official position to secure unwarranted privileges or
24 exemptions for such authority employee or others.

25 (e) No authority employee shall engage in any transaction as represen-
26 tative or agent of the authority with any business entity in which such
27 authority employee has a direct or indirect financial interest that
28 might reasonably tend to conflict with the proper discharge of such
29 authority employee's official duties.

30 (f) An authority employee shall not by such authority employee's
31 conduct give reasonable basis for the impression that any person can
32 improperly influence such authority employee or unduly enjoy such
33 authority employee's favor in the performance of such authority employ-
34 ee's official duties, or that such authority employee is affected by the
35 kinship, rank, position or influence of any party or person.

36 (g) An authority employee shall abstain from making personal invest-
37 ments in enterprises which such authority employee has reason to believe
38 may be directly involved in decisions to be made by such authority
39 employee or which will otherwise create substantial conflict between
40 such authority employee's duty in the public interest and such authority
41 employee's private interest.

42 (h) An authority employee shall endeavor to pursue a course of conduct
43 which will not raise suspicion among the public that such authority
44 employee is likely to be engaged in acts that are in violation of such
45 authority employee's trust.

46 (i) No authority employee employed on a full-time basis nor any firm
47 or association of which such authority employee is a member nor corpo-
48 ration a substantial portion of the stock of which is owned or

49 controlled directly or indirectly by such authority employee, should
50 sell goods or services to any person, firm, corporation or association
51 which is licensed or whose rates are fixed by the authority in which
52 such authority employee serves or is employed.
53 (j) If any authority employee shall have a financial interest, direct
54 or indirect, having a value of ten thousand dollars or more in any
55 activity which is subject to the jurisdiction of a regulatory agency,
56 such authority employee shall file with the secretary of state a written

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1 statement that such authority employee has such a financial interest in
2 such activity which statement shall be open to public inspection.

3 4. Violations. In addition to any penalty contained in any other
4 provision of law any such authority employee who shall knowingly and
5 intentionally violate any of the provisions of this section may be
6 fined, suspended, or removed from office or employment.

7 § 2676-s. Agreements relating to payment in lieu of taxes. 1. In order
8 to assure that municipalities shall not suffer undue loss of taxes or
9 assessments in the event that the authority acquires any facility from
10 the county, any person paying real property taxes or assessments as of
11 the date of the transfer of title from the county to the authority on
12 any property located within any such facility shall make payments in
13 lieu of taxes in an amount equal to the sums which would ordinarily be
14 imposed as taxes by any municipality in which such property is located,
15 pursuant to the prevailing method of determining taxes and assessments.

16 2. Subject to any agreement with bond holders, the authority may, with
17 the approval of the county, but shall not be required to, enter into
18 agreements with any municipality of the state to pay annual sums in lieu
19 of taxes to any such municipality in respect of any real property which
20 is owned by the authority is located in such municipality and is used
21 for public purposes. For the purposes of this section, such public
22 purposes shall include without limitation athletic facilities, educa-
23 tional facilities, performing arts facilities, or residential facili-
24 ties.

25 3. (a) In the event that any real property owned by the authority is
26 used by the authority or a lessee thereof for purposes other than public
27 purposes, the authority, or lessee thereof, as the case may be, may,
28 with the approval of the county, enter into agreements with any muni-
29 cipality of the state to pay annual sums in lieu of taxes in respect of
30 such real property located in such municipality. For the purposes of
31 this section, such purposes other than public purposes shall include
32 without limitation, athletic facilities, educational facilities,
33 performing arts facilities, residential facilities, or office buildings
34 to the extent not used by the authority or any other public corporation
35 for its own corporate purposes, and such other buildings and improve-
36 ments as determined by the authority to be not exclusively for public
37 purposes.

38 (b) The authority shall determine (i) the amount of such annual
39 payments in lieu of taxes; (ii) whether the use of such property is for
40 purposes other than public purposes; and (iii) the extent to which such
41 property is used for purposes other than public purposes. In making such
42 determinations the authority shall take into consideration the recommen-
43 dations, if any, of the county.

44 § 2676-t. Audit and annual report. In conformity with the provisions
45 of section five of article ten of the state constitution, the accounts
46 of the authority shall be subject to the supervision of the state comp-
47 troller and an annual audit shall be performed by an independent certi-
48 fied accountant. The authority shall annually submit to the county comp-

49 troller, county legislature, county executive, governor, the state
50 comptroller, the chairperson of the senate finance committee, and the
51 chairperson of the assembly ways and means committee a detailed report
52 pursuant to the provisions of section twenty-eight hundred of this chap-
53 ter, and a copy of such report shall be filed with the clerk of the
54 county legislature and the county executive.

55 § 2676-u. Limited liability. Neither members, officers, or employees
56 of the authority, nor any municipality, or an officer or employee there-

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1 of acting on behalf of the authority, shall be subject to any personal
2 liability resulting from the construction, maintenance, or operation of
3 any of the properties of the authority or from carrying out any of the
4 powers expressly given in this title provided, however, that this
5 section shall not be held to apply to any independent contractor.

6 § 2676-v. Transfer of applications, proceedings, approvals, and
7 permits. 1. Any application, review or process in relation to or in
8 furtherance of the purposes of or contemplated by this title heretofore
9 filed or undertaken, or any proceeding heretofore commenced or any
10 determination, finding or award made, by the county or by the county
11 with the federal government, or any other public corporation shall inure
12 to and for the benefit of the authority to the same extent and in the
13 same manner as if the authority has been a party to such application,
14 review, process, or proceeding from its inception, and the authority
15 shall be deemed a party thereto, to the extent not prohibited by any
16 federal law. Any license, approval, permit, determination, finding,
17 award, or decision heretofore or thereafter issued or granted pursuant
18 to or as a result of any such application, review, process or proceeding
19 shall inure to the benefit of and be binding upon the authority and
20 shall be assigned and transferred by the county to the authority unless
21 such assignment and transfer is prohibited by federal law.

22 2. All such applications, proceedings, licenses, approvals, permits,
23 determinations, findings, awards, and decisions shall further inure to
24 and for the benefit of and be binding upon any person leasing, acquir-
25 ing, financing, constructing, maintaining, operating, using, or occupy-
26 ing any facility financed in whole or in part by the authority.

27 § 2676-w. Separability. If any clause, sentence, paragraph, section,
28 or part of this title shall be adjudged by any court of competent juris-
29 diction to be invalid, such judgment shall not affect, impair or invali-
30 date the remainder thereof, but shall be confined in its operation to
31 the clause, sentence, paragraph, section, or part thereof involved in
32 the controversy in which such judgment shall have been rendered.

33 § 2676-x. Effect of inconsistent provisions. In so far as the
34 provisions of this title are inconsistent with the provisions of any
35 other act, general or special, or of the county charter or any local
36 law, charter, ordinance or resolution of the county or another munici-
37 pality, the provisions of this title shall be controlling. Nothing
38 contained in this section shall be held to supplement or otherwise
39 expand the powers or duties of the authority otherwise set forth in this
40 title. Except as specifically provided for in this title, in the
41 performance of any of its functions, powers and duties, the authority
42 shall be subject to all applicable general or special laws of the state,
43 the county charter, and any local law, ordinance or resolution of the
44 county.

45 § 2. This act shall take effect immediately.

RESOLUTION NO. 321

**REQUESTING THE NEW YORK STATE LEGISLATURE TO ENACT
ASSEMBLY BILL NO. A.10358A/SENATE BILL NO. S.9569A REGARDING
THE CREATION OF THE ALBANY COUNTY PINE HILLS LAND
AUTHORITY**

Introduced: 5/28/24

By Cunningham:

WHEREAS, Authorization for the creation of the Albany County Pine Hills Land Authority will establish a public authority to transition the future use of facilities of the College of Saint Rose in a way to promote and stimulate economic development in Albany County, and

WHEREAS, Authorization for the creation of this public authority must be enacted by the State Legislature, and

WHEREAS, Currently, bills entitled, “AN ACT to amend the public authorities law, in relation to creating the Albany county pine hills land authority” are before both houses of the New York State Legislature: in the Assembly, Bill A.10358A, and in the Senate, Bill S.9569A, now, therefore, be it

RESOLVED, By the Albany County Legislature, pursuant to Article IX of the New York State Constitution and Section 2 of the Municipal Home Rule Law, that the County Legislature hereby requests the enactment of legislation by the Legislature of the State of New York as contained in Assembly Bill A.10358A and Senate Bill S.9569A, 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; Senators Neil Breslin and Jacob Ashby; and Members of Assembly Patricia Fahy, John T. McDonald III, and Phillip G. Steck.