

County of Albany

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



Meeting Agenda

Monday, October 28, 2024

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES
2. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES
3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND
4. REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS
5. LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

CURRENT BUSINESS:

6. AUTHORIZING AN AGREEMENT WITH THE LEGAL AID SOCIETY OF NORTHEASTERN NEW YORK, INC. AND ALTERNATIVES TO ECONOMIC AND HOUSING DISPLACEMENT, INC. REGARDING THE EVICTION PREVENTION INTERVENTION COLLABORATIVE
7. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "S" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION
8. LOCAL LAW NO. "S" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

9. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE REGARDING THE LOCAL GOVERNMENT EFFICIENCY GRANT PROGRAM
10. AMENDING THE 2024 DISTRICT ATTORNEY'S OFFICE BUDGET: SALARY ADJUSTMENT
11. AUTHORIZING AN AGREEMENT WITH AQUARIUS CAPITAL SOLUTIONS GROUP, LLC REGARDING ACTUARIAL SERVICES
12. AUTHORIZING AN AGREEMENT WITH M&T BANK REGARDING BANKING SERVICES
13. AUTHORIZING AN AGREEMENT WITH HODGSON RUSS, LLP REGARDING BOND COUNSEL SERVICES
14. AUTHORIZING AN AGREEMENT WITH CAPITAL MARKET ADVISORS, LLC REGARDING FINANCIAL ADVISORY SERVICES
15. AUTHORIZING AN AGREEMENT WITH BST & CO. CPAS, LLP REGARDING INDEPENDENT AUDITING SERVICES
16. SUPPLEMENTAL BOND AUTHORIZATION FOR VARIOUS CAPITAL IMPROVEMENTS FOR COUNTY OWNED GARAGES AND PARKING FACILITIES
17. BOND AUTHORIZATION FOR THE ALBANY COUNTY NURSING HOME VEHICLE REPLACEMENT PROJECT
18. BOND AUTHORIZATION FOR THE FOOD SERVICE AND DISTRIBUTION EQUIPMENT PROJECT
19. AMENDING RESOLUTION NOS. 489 AND 490 FOR 2021, AS AMENDED, REGARDING NEW YORK STATE HOMES AND COMMUNITY RENEWAL COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT FUNDING
20. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 204 15TH STREET (TAX MAP NO. 32.75-1-26) IN THE CITY OF WATERVLIET
21. AUTHORIZING AN AGREEMENT REGARDING THE ALBANY COUNTY HEALTHCARE CONSORTIUM

- 22.** RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE "COUNTY"), ADOPTED _____, 2024, AUTHORIZING THE EXECUTION OF A FINANCING AGREEMENT BY AND BETWEEN THE COUNTY AND THE ALBANY COUNTY PINE HILLS LAND AUTHORITY (THE "AUTHORITY"), AND RELATED AGREEMENTS IN CONNECTION WITH THE FOREGOING.

County of Albany

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



Meeting Minutes

Thursday, August 29, 2024

6:30 PM

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

Audit and Finance Committee

PREVIOUS BUSINESS:

Present: Wanda F. Willingham, Dustin M. Reidy, Frank J. Commisso, Gary W. Domalewicz, Lynne Lekakis, Mark E. Grimm and Paul J. Burgdorf

Excused: William M. Clay and Raymond F. Joyce

1. APPROVING PREVIOUS MEETING MINUTES

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

2. AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES

This proposal was tabled at the request of the Sponsor.

3. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

This proposal was tabled at the request of the Sponsor.

4. LOCAL LAW NO. "L" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

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

CURRENT BUSINESS:

5. PROVIDING FOR A PLAN OF DISPOSITION OF COMMERCIAL GAMING REVENUE FUNDS

A motion was made to move the proposal forward with a negative recommendation. The motion passed 5-2 with Burgdorf and Grimm opposed.

6. REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS

This proposal was tabled at the request of the Sponsor.

7. RATIFYING AN AGREEMENT OF ADJUSTMENT AND RELEASE OF OWNER WITH THE STATE OF NEW YORK AND AUTHORIZING THE EXECUTION OF CLOSING PAPERS ON BEHALF OF THE COUNTY OF ALBANY

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

8. AMENDING THE 2024 BOARD OF ELECTIONS BUDGET: OVERTIME

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

9. AMENDING RESOLUTION NO. 368 FOR 2020 REGARDING THE NEW YORK STATE ELECTIONS CYBERSECURITY REMEDIATION GRANT PROGRAM

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

10. AMENDING RESOLUTION NO. 469 FOR 2022, AS AMENDED, REGARDING THE ABSENTEE BALLOT PRE-PAID POSTAGE GRANT PROGRAM

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

11. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 8 COLBY STREET (TAX MAP NO. 65.21-3-21) IN THE CITY OF ALBANY

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

12. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 1579 CENTRAL AVENUE (TAX MAP NO. 41.8-6-41) IN THE TOWN OF COLONIE

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

County of Albany

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



Meeting Minutes

Monday, September 16, 2024

5:00 PM

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

Audit and Finance Committee

CURRENT BUSINESS:

Present: Wanda F. Willingham, Dustin M. Reidy, Frank J. Commisso, Gary W. Domalewicz, Raymond F. Joyce, Lynne Lekakis, Mark E. Grimm and Paul J. Burgdorf

Excused: William M. Clay

1. APPROVING THE 2025-2029 ALBANY COUNTY AIRPORT AUTHORITY CAPITAL PROGRAM

A motion was made to move the proposal forward with a positive recommendation. The motion passed 6-2 with Burgdorf and Grimm opposed.

LOCAL LAW NO. “L” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC ART FUND

Introduced: 7/8/24

By Reidy:

A Local Law creating Chapter 112 of the Code of the County of Albany, entitled **Arts and Culture**, and Article 1 of such Chapter, entitled **Public Art Fund**, to provide public financial support for public art in Albany County.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Chapter Creation.

Chapter 112, **Arts and Culture** is hereby created.

Chapter 112, Article I, **Public Art Fund**, is hereby created.

Section 2. § 112-1, Title.

This Local Law shall be known as the “Albany County Matthew Peter Public Art Law.”

Section 3. § 112-2, Legislative Intent.

The Albany County Legislature hereby finds and determines that art is essential to the human experience and should be accessible to all County residents.

The Legislature further finds and determines that, in addition to aesthetic value, public art installations provide a community-building effect that evoke empathy, understanding, identity, and a sense of belonging.

The Legislature further finds and determines that public art is an indispensable tool combat blight, promote mental and physical health, deter criminal activity, and increase public safety in communities.

The Legislature further finds and determines that public art allows the community to participate in the creation of public spaces and is a powerful way to increase neighborhood pride and identity, foster social bonds, and provide access to art for all people regardless of their circumstance.

The Legislature further finds and determines that public art brings economic benefits such as increased tourism and new jobs by encouraging pedestrian activity, improving the viability of local businesses, and stimulating the local creative economy.

The Legislature further finds and determines that local artists should be valued for their work and provided opportunities to use their essential talents and skills to better the County in exchange for fair compensation.

The Legislature further finds and determines that due to the aforementioned reasons, Albany County would benefit greatly from the creation of a funding mechanism for public art related to certain County capital construction projects.

Section 4. § 112-3, Definitions.

“Public Art” includes any application of artistic skill to the production of tangible objects according to aesthetic principles. “Public Art” includes, but is not limited to, paintings, sculptures, engravings, carvings, frescoes, mobiles, murals, collages, mosaics, statues, bas-reliefs, tapestries, photographs, fountains, streetscapes, drawings, ceramics, topiary, and other decorative public use features.

“Capital Projects” includes:

- (a) New construction of a building or of additional space added to a building; and/or
- (b) Any reconstruction or renovation of a building or part of a building, whether financed through the issuance of bonds, pay-as-you-go funding, or other non-County funding sources.

“Projects” shall not include those which are solely for rehabilitation of equipment.

“Cost of a Project” includes design, architectural and engineering fees, site work, construction, and contingency allowances for a project.

“Public Art Fund” means a fund to which 1 percent of the value of a new capital project, up to a maximum of \$10,000 for each capital project, will be allocated to fund public art initiatives in Albany County.

“Board” refers to the Public Art Board of Directors.

“Master Public Art Plan” means the annual plan drafted by the Public Art Committee to ensure a transparent, culturally-competent acquisition program and clear implementation guidelines.

Section 5. § 112-4, Public Art Fund.

Capital projects that are \$250,000 or greater, whether funded by capital funds or operating funds, shall include the appropriation of funds equal to 1 percent of the cost of the project, with said funds to be appropriated for the acquisition, maintenance, and management of public art, except where the appropriating resolution, bond resolution, or budget may provide otherwise; provided, however, that, where applicable, such amount shall be reduced to the extent that state funds, Federal funds, and funding derived from water rates, water quality treatment charges, sewer rents and sewage, wastewater and refuse collection charges in the County, are not authorized to be used for such purpose. The maximum allocated for public art shall be \$10,000 from each eligible capital project.

A public art fund shall be created by the Department of Management and Budget to hold funds for implementation of the projects finalized in the Master Public Art Plan and/or projects chosen by the Public Art Board of Directors. The fund shall be known as the “Matthew Peter Public Art Fund” in memory of the late Legislator Matthew Peter who championed public art projects in the City of Albany.

The use of any funds appropriated for any project for public art purposes shall be in accordance with the Master Public Art Plan, except that any such funds provided from the proceeds of County serial bonds or notes shall be used only for public art purposes related to the project for which such bonds or notes were authorized. To the extent the total appropriation of a project is not used for the acquisition of works of art for said project, upon the approval of the County Legislature, the remainder may be used for:

- (a) Arts program administrative costs, insurance costs, or the repair and maintenance of any artwork acquired under this law; or
- (b) Supplementing other appropriations for the acquisition of artwork under this law or to place artwork in or near government facilities which have already been constructed.

Section 6. § 112-5, Public Art Board of Directors.

- A. There shall be Public Art Board of Directors, henceforth referred to as the Board, consisting of five voting members. The County Executive shall appoint one member, the Majority Leader of the Legislature shall appoint two members, the Chair of the Legislative Black Caucus shall appoint one member, and the full County Legislature shall appoint one member. All five members shall be subject to confirmation by the Legislature. The Board shall appoint a Chair from its membership to serve a one-year term.
- B. All Board members shall be experts in the fields of art, art history, architecture, or architectural history. Members must be residents of Albany County and may not be a County employee or officer or serve on any other

County advisory boards. Members shall be professionally associated with local visual arts groups, such as art galleries or art schools, or have at least 10 years of experience creating professional art.

- C. In addition to the five voting Board members, the County Executive, the Chair of the Legislature, the Chair of the Legislature's Public Works Committee, and the Majority Leader of the Legislature, or their designees, shall serve as ex officio members of the Board.
- D. The Board shall choose the method of acquisition of public art for each project. Methods of acquisition may include, but are not limited to, projects of preexisting art, direct commission, art competition, request for proposals, or acceptance of donations.
- E. For each project, the Board may convene a panel comprised of at least three Board members, one of whom shall be designated panel Chair. The Board may also appoint additional art experts to serve as members of the project panel. The Board may appoint additional members to the panel to serve as advisors, such as community representatives, County employees, project managers, or others who will have frequent contact with the public art when it is completed. An architect or engineer shall be an ex officio member of each panel. The panel shall review the scope of each project and shall make recommendations to the Board on the nature of the public art to be considered for the project, the method of acquisition for each project, the specific artist and the specific art for each project, and what portion of the budget for each project shall be used for refurbishing or restoring existing works of art or to be set aside for the maintenance of a work of art.
- F. The acquisition and siting of all artwork shall be subject to legislative approval.
- G. Ownership and title of all works of public art acquired by the County under this Local Law shall be vested in the County of Albany.
- H. The Board shall create by-laws, subject to legislative approval, which will govern the conduct and operations of the Board.
- I. The Albany County Department of Economic Development and Planning shall serve as coordinator for the program and provide staff support to the Board.
- J. The Board shall deliver an annual report to the County Legislature detailing its operations, Master Public Art Plan, and art created under its authority.

Section 7. § 112-6, Master Public Art Plan.

The Board shall prepare an annual Master Public Art Plan (“Plan”), subject to legislative approval, to ensure a transparent, culturally-competent acquisition program and clear implementation guidelines. The Board shall hold a public hearing on the Master Public Art Plan prior to its approval. The Master Public Art Plan shall be approved by the Board and submitted to the legislature annually by March 1.

- (a) All acquisitions and sales of public art shall be in accordance with the Master Public Art Plan. The Board shall recommend acquisitions and the hiring of artists in addition to overseeing the public education and curatorial aspects of the acquisition program.
- (b) The Plan shall make all efforts to be equitable and include artists from a variety of different backgrounds for public art projects. The siting of these projects shall be County-wide, but shall include efforts to place art in underserved areas.
- (c) The Plan shall make all efforts to utilize artists who are County residents.
- (d) The Plan shall emphasize the importance of fair and adequate compensation for artists.
- (e) The Plan shall be voted on by the Legislature and presented to the Department of Economic Development and Planning by May 1st each year.
- (f) The Board shall, through the Plan and its acquisition program, make best efforts to call for artist submissions and publicize the intention to find appropriate art within 30 days of the Plan’s approval each year.
- (g) Final contracts to authorize public art contracts and the hiring of artists are subject to approval by the Albany County Legislature.

Section 8. Severability.

If any clause, sentence, paragraph, section, subdivision, or other part of this Local Law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder of the Local Law which shall remain in full force and effect except as limited by such order or judgment.

Section 9. SEQRA Compliance.

This County Legislature determines that this Local Law constitutes a “Type II action” pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required.

Section 10. Effective Date.

This Local Law shall take effect immediately following its filing with the Office of the Secretary of State.

RESOLUTION NO. 420

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “L” FOR 2024: A
LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ESTABLISHING
CHAPTER 112 OF THE ALBANY COUNTY CODE TO CREATE A PUBLIC
ART FUND**

Introduced: 7/8/24

By Reidy:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “L” for 2024, “A Local Law of the County of Albany, New York Establishing Chapter 112 of the Albany County Code to Create a Public Art Fund” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, July 23, 2024, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

RESOLUTION NO. 494

REQUESTING THE DEPARTMENT OF GENERAL SERVICES TO CONDUCT AN ECONOMIC IMPACT STUDY REGARDING THE PLACEMENT OF PUBLIC-USE ELECTRIC VEHICLE CHARGERS AT ALL COUNTY PROPERTIES, INCLUDING VACANT PARCELS

Introduced:

By: Drake, Burgdorf, Mauriello

WHEREAS, Resolution No. 374 for 2024, adopted by the Albany County Legislature on July 8th, 2024, requested a site feasibility study of the placement of public use electric vehicle charging stations on various County properties, and

WHEREAS, Resolution No. 374 of 2024 spoke primarily to the need of Albany County to survey what County properties, if any, would be suitable for hosting public use electric vehicle charging stations without consideration for the long-term fiscal sustainability of public use charging stations, specifically with regard to the installation, maintenance, and continued use of such stations, and

WHEREAS, While creating incentives for the adoption of electric vehicles is laudable, additional detail is necessary for the Legislature to properly make a determination regarding the adoption of County-operated electric vehicle charging stations, now, therefore, be it

RESOLVED, That this Honorable Body requests that the Department of General Services conduct a study on the fiscal sustainability of the installation of public use electric vehicle charging stations on vacant County properties; said study shall examine existing availability of public use chargers near County owned properties, the projected cost of installation of charging stations, the annual maintenance and projected electricity costs associated with such stations, the County funding source(s) which will cover these projected costs, projected revenues generated from fees on charging station usage, and any other issues determined by the Department to be necessary for implementation and long-term sustainability of said stations, and, be it further

RESOLVED, That the Department of General Services report its findings by August 30, 2025 so that, if feasible, the costs of such investment and any potential revenues can be made a part of the 2026 Albany County budget discussions, 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. 630

AUTHORIZING AN AGREEMENT WITH THE LEGAL AID SOCIETY OF NORTHEASTERN NEW YORK, INC. AND ALTERNATIVES TO ECONOMIC AND HOUSING DISPLACEMENT, INC. REGARDING THE EVICTION PREVENTION INTERVENTION COLLABORATIVE

Introduced: 10/15/24

By: Cunningham and Willingham:

WHEREAS, By Resolution No. 579 for 2022, this Honorable Body authorized the creation of a pilot program to assist tenants facing eviction in the County and to make sure the eviction crisis does not become a homelessness crisis, and

WHEREAS, The County issued a Request for Proposals in 2024 (RFP #2024-067) which received three separate proposals with the Legal Aid Society of Northeastern New York, Inc and Alternatives to Economic and Housing Displacement, Inc. being the highest graded responsive proposers, and

WHEREAS, The County and the City of Albany are going to jointly fund this program consistent with the proposal and RFP #2024-067, which provides \$211,581 of County funds to be used throughout the County and \$100,000 of City of Albany funds to be used in the City of Albany, and

WHEREAS, The County's funding shall be used consistent with the proposal with \$60,000 being used for Intervention Services and \$151,581 being used for Rent Arrears Payments to Qualifying Residents, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Legal Aid Society of Northeastern New York, Inc. and Alternatives to Economic and Housing Displacement, Inc. for the provision of services related to the Eviction Prevention Intervention Collaborative in the amount of \$211,581 (with a not to exceed amount of \$311,581) for a term commencing November 1, 2024 and ending April 30, 2025, and, be it further

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

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

RESOLUTION NO. 635

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “S” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

Introduced: 10/15/24

By Cunningham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “S” for 2024, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION” to be held by the Albany County Legislature at 7:15 p.m. on Tuesday, November 19, 2024, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

LOCAL LAW NO. “S” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

Introduced: 10/15/24

By Cunningham and Willingham:

PURSUANT TO SECTIONS 10 AND 33 OF THE MUNICIPAL HOME RULE LAW, COUNTY LAW SECTION 400 AND SECTION 2702 OF THE ALBANY COUNTY CHARTER:

Be it enacted by the Legislature of the County of Albany as follows:

SECTION I. Legislative Intent:

In 2012, a Charter Review Commission was formed by this Honorable Body to determine what, if any, changes could be made to the then decade’s old charter. The Commission met routinely over the course of a year and published recommended changes to the Charter, many of which sought to streamline processes or modernize the County’s operations. To date, many of the proposed changes have been adopted, but a various substantive changes have evaded adoption. One major proposal by the Charter Review Commission was to expand the governance of the Board of Contract Administration. The Board’s authority was established in 1993, and provided oversight of contracts less than \$100,000. The Charter Review Commission suggested increasing that amount based on inflation, which would have been \$155,000 at the time of the Charter Review Commission’s proposal. Today, that amount, adjusted for inflation, is approximately \$215,000. The recommendation of the Charter Review Commission should be adopted to reflect the fact that the Board of Contract Administration is operating in 2024, and not 1993.

SECTION II. Article 13 of the Albany County Charter is hereby amended as follows:

Section 1301: Board of Contract Administration; powers and duties.

For the purpose of simplifying, clarifying and centralizing the approval process for contracts, there is hereby established a Board of Contract Administration. The Board shall be composed of the County Executive, the Chairperson of the County Legislature and the County Clerk. The Board of Contract Administration is empowered to approve contracts for execution by the County Executive in amounts of not less than twenty thousand dollars (\$20,000), and, not more than [one] two hundred fifteen thousand dollars (\$[100]215,000), or such higher amount as may be established by local law. The Board shall report [periodically] quarterly to the County Legislature, detailing the contracts approved by it.

Section 1302: Other contract approvals.

The County Executive shall be empowered to approve and execute contracts in an amount less than twenty thousand dollars (\$20,000). The County Legislature shall be empowered to approve contracts for execution by the County Executive in amounts over [one] two hundred fifteen thousand dollars (\$[100]215,000), in addition to those mentioned in Section 204(m) of this Charter. The County Executive shall not, through change orders, amendments, renewals, or any other method or device, exceed such twenty thousand dollar (\$20,000) limit with respect to any vendor or subject matter, without approval of the County Legislature.

Section 1303: Annual Adjusted Amount

The dollar amounts set forth above in sections 1301 and 1302 of this Article shall be adjusted annually on the first day of January each year by the Consumer Price Index ("CPI") to keep pace with inflation. The County's Department of Management and Budget shall use the annual CPI data for adjustment, rounded to the nearest five thousand dollar amount (\$5,000). The annual adjusted dollar amount shall be provided to the Clerk of the Legislature, County Comptroller and County Clerk by the Commissioner of Management and Budget upon it being determined.

SECTION III. SEQRA Compliance

This County Legislature determines that this local law constitutes a "Type II action" pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required

SECTION IV. Effective Date.

This Local Law is adopted subject to permissive referendum pursuant to Section 24 of the New York State Municipal Home Rule Law.

LOCAL LAW NO. “S” FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING THE ALBANY COUNTY CHARTER AND LOCAL LAW NO. 8 FOR 1993 AS AMENDED TO ADJUST THE MONETARY THRESHOLD OF THE BOARD OF CONTRACT ADMINISTRATION

Introduced: 10/15/24

By Cunningham and Willingham:

PURSUANT TO SECTIONS 10 AND 33 OF THE MUNICIPAL HOME RULE LAW, COUNTY LAW SECTION 400 AND SECTION 2702 OF THE ALBANY COUNTY CHARTER:

Be it enacted by the Legislature of the County of Albany as follows:

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SECTION II. Article 13 of the Albany County Charter is hereby amended as follows:

Section 1301: Board of Contract Administration; powers and duties.

For the purpose of simplifying, clarifying and centralizing the approval process for contracts, there is hereby established a Board of Contract Administration. The Board shall be composed of the County Executive, the Chairperson of the County Legislature and the County Clerk. The Board of Contract Administration is empowered to approve contracts for execution by the County Executive in amounts of not less than twenty thousand dollars (\$20,000), and, not more than [one] two hundred fifteen thousand dollars (\$[100]215,000), or such higher amount as may be established by local law. The Board shall report [periodically] quarterly to the County Legislature, detailing the contracts approved by it.

Section 1302: Other contract approvals.

The County Executive shall be empowered to approve and execute contracts in an amount less than twenty thousand dollars (\$20,000). The County Legislature shall be empowered to approve contracts for execution by the County Executive in amounts over [one] two hundred fifteen thousand dollars (\$[100]215,000), in addition to those mentioned in Section 204(m) of this Charter. The County Executive shall not, through change orders, amendments, renewals, or any other method or device, exceed such twenty thousand dollar (\$20,000) limit with respect to any vendor or subject matter, without approval of the County Legislature.

Section 1303: Annual Adjusted Amount

The dollar amounts set forth above in sections 1301 and 1302 of this Article shall be adjusted annually on the first day of January each year by the Consumer Price Index ("CPI") to keep pace with inflation. The County's Department of Management and Budget shall use the annual CPI data for adjustment, rounded to the nearest five thousand dollar amount (\$5,000). The annual adjusted dollar amount shall be provided to the Clerk of the Legislature, County Comptroller and County Clerk by the Commissioner of Management and Budget upon it being determined.

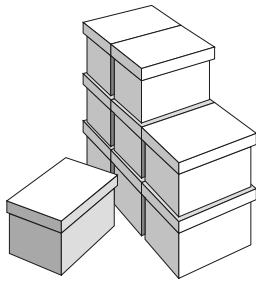
SECTION III. SEQRA Compliance

This County Legislature determines that this local law constitutes a "Type II action" pursuant to the provisions of the State Environmental Quality Review Act (SEQRA), and that no further action under SEQRA is required

SECTION IV. Effective Date.

This Local Law is adopted subject to permissive referendum pursuant to Section 24 of the New York State Municipal Home Rule Law.

BRUCE A. HIDLEY
COUNTY CLERK



**ALBANY COUNTY
HALL OF RECORDS**
ALBANY COUNTY CLERK

CRAIG A. CARLSON
DEPUTY COUNTY CLERK

Interoffice Memorandum

To: Hon. Dan McCoy, County Executive
Hon. Joanne Cunningham, Chairwoman, County Legislature
From: Bruce A. Hidley, County Clerk
Subject: Request for permission to accept funds awarded by the New York State Local Government Efficiency Grant
Date: October 1, 2024

The County Clerk and the Albany County Hall of Records, in partnership with the City of Watervliet, have been awarded funding via the New York State Local Government Efficiency Grant for the period January 1, 2024 thru December 31, 2029. The New York State Department of State has awarded \$308,896, with a 10% project match, to be split between the participating agencies. We are seeking authorization to accept the funding that has been awarded via this grant, as well as the pledged support of the Albany County Legislature in this endeavor, as we continue to expand Albany County's Digital Shared Services Program.

We have received a number of these discretionary grants since 1989 for various digitization projects, including the Albany County Clerk's Office's Pistol Permits and Appropriation Maps, the digitizing and indexing of the Town of Colonie's Vital Records, Contracts, and Payroll Records, the digitization and indexing of the Town of Guilderland's Vital Records, Town Board Meeting Minutes, and Payroll Records, and the Village of Menands' Vital Records, Village Board Meeting Minutes, and Payroll Records.

The Albany County Hall of Records, in partnership with the County's IT Department, and the City of Watervliet, will be utilizing this grant money to assist with the digitization and indexing of the Albany County Deed Books, along with the Vital Records, Oaths of Office, Ordinance Books, and City Council Meeting Minutes for the City of Watervliet. The newly digitized records will be stored on Albany County's Laserfiche Rio Electronic Content Management System. This will result in greater security and ease of access for and to these essential records as Albany County continues to fulfill its commitment to Shared Services.

Thank you for your attention to this matter and please feel free to contact me if I can provide any further information.

cc: Dennis Feeney, Majority Leader, Kevin Cannizzaro, Counsel

Frank Mauriello, Minority Leader, Arnis Zilgme, Counsel



County of Albany

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

Legislation Text

File #: TMP-5946, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for Authorization to Accept Grant Funding in the amount of \$308,896 from the New York State Department of State's Local Government Efficiency Grant.

Date: 10/01/2024
Department: Hall of Records
Attending Meeting: Ricardo Wright-Ramos/Craig Carlson
Submitted By: Ricardo Wright-Ramos
Title: Archivist
Phone: 518-487-5150

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1015 Albany, New York 12231

Term: (Start/end date or duration) 01/01/2024 - 12/31/2028
Amount/Raise Schedule/Fee: \$308,896

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal:	0	County:	10
State:	90	Local:	0

County Budget Accounts:

Revenue Account and Line:	A31411-03040
Revenue Amount:	\$239,177
Appropriation Account and Line:	A91411-44046
Appropriation Amount:	\$263,095

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Resolution No. 313 07/10/2023

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Hall of Records, in conjunction with the City of Watervliet, are requesting a resolution to accept the grant funding offered by the New York State Department of State via their annual Local Government Efficiency grant. These funds will be used to digitize and process records for both Albany County and the City of Watervliet as part of our County-wide Shared Services Program. Upon completion of this project, employees of both Albany County and the City of Watervliet will see improved access to a great number of their physical records, as they are digitized and made searchable electronically, improving the access to these records for the residents of Albany County.

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): New York State Department of State Division of Local Government Services One Commerce Plaza 99 Washington Avenue, Suite 1015 Albany, New York 12231	BUSINESS UNIT/DEPT. ID: DOS01/3800000 CONTRACT NUMBER: C1002711 CONTRACT TYPE: ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☒ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: Albany County	TRANSACTION TYPE: ☒ New ☐ Renewal ☐ Amendment
CONTRACTOR DOS INCORPORATED NAME: Albany County	PROJECT NAME: County and City Records Digitization
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 146002563 DUNS Number (if applicable):	AGENCY IDENTIFIER: 23-LGE-18 CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: Albany County Office Building 112 State Street Room 200 Albany, NY 12207 CONTRACTOR PAYMENT ADDRESS: ☒ Check if same as primary mailing address CONTRACT MAILING ADDRESS: ☒ Check if same as primary mailing address	CONTRACTOR STATUS: ☐ For Profit ☒ Municipality, Code: 010100000000 ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Contract Number: # C1002711

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM: From: 01/01/2024 To: 12/31/2028 CURRENT CONTRACT PERIOD: From: 01/01/2024 To: 12/31/2028 AMENDED TERM: From: To: AMENDED PERIOD: From: To:	CONTRACT FUNDING AMOUNT (<i>Multi-year</i> - enter total projected amount of the contract; <i>Fixed Term/Simplified Renewal</i> - enter current period amount): CURRENT: \$ 308,896 AMENDED: FUNDING SOURCE(S) ☒ State ☐ Federal ☐ Other
---	--

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1				
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

- | | |
|--|---|
| ☒ Attachment A:

☒ Attachment B:

☒ Attachment C: Work Plan
☒ Attachment D: Payment and Reporting Schedule
☐ Other: | ☒ A-1 Program Specific Terms and Conditions
☐ A-2 Federally Funded Grants

☒ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment) |
|--|---|

Contract Number: # C1002711

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:
Albany County Office Building
112 State Street Room 200
Albany, NY 12207

By: _____

Printed Name

Title: _____

Date: _____

STATE AGENCY:
New York State Department of State
99 Washington Avenue
Albany, New York 12231

By: _____

Printed Name

Title: _____

Date: _____

STATE OF NEW YORK

County of _____

On the ____ day of _____, _____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say they reside at _____, that they are the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that they signed their name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) _____

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Number: # C1002711_

Page 1 of 1, Master Contract for Grants Signature Page

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Master Contract;

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds \$50,000 (or \$85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2¹, Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2², Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as “Contract Funding Amount” on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and

¹ To the extent that the modifications to Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

² To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Master Contract shall attempt in good faith to reform the Master Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

I. Interpretation: The headings in the Master Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Master Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:
 - a) by certified or registered United States mail, return receipt requested;
 - b) by facsimile transmission;
 - c) by personal delivery;
 - d) by expedited delivery service; or
 - e) by e-mail.
2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).
3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).
4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
5. The parties may, from time to time, specify any new or different e-mail address, facsimile

number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. Service of Process: In addition to the methods of service allowed by the State Civil Practice Law & Rules (CPLR), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State Agency, its representatives, or OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Master Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, or otherwise disposed of without the State's previous written consent, and attempts to do so shall be considered to be null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and with the concurrence of OSC, where the original contract was subject to OSC's approval, where the assignment is due to a reorganization, merger, or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under

the Master Contract. The term “litigation” shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term “regulatory action” shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.³

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor 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 his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor’s behalf.

V. Federally Funded Grants: All of the Specific federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants) hereto. To the extent that the Master Contract is funded in whole or part with federal funds, (i) the provisions of the Master Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal

³As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master Contract (a “Simplified Renewal Contract”). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Master Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a) Pursuant to State Finance Law §179-t, if the Master Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State’s intent to renew or not to renew the Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State (“Unusual Circumstances”), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, “Unusual Circumstances” shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b) Notification to the not-for-profit Contractor of the State’s intent to not renew the Master Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Master Contract as required in this Section and State Finance Law §179-t, the Master Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Master Contract.

C. Termination:

1. Grounds:

- a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.
- c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

- a) Service of notice: Written notice of termination shall be sent by:
 - (i) personal messenger service; or

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. Effect of Notice and Termination on State's Payment Obligations:

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Master Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Master Contract for the purposes set forth herein, the State may, at its option, require:

a) the repayment to the State of any monies previously paid to the Contractor; or

b) the return of any real property or equipment purchased under the terms of the Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.
3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.
4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.
5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).
2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.
3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.
4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:
 - a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:⁴ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:⁵ Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:⁶ Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:⁷ The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule),

⁴ A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

⁵ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁶ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁷ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

and service reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Fifth Quarter Payments:⁸ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.
4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.
6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property, must include the Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to

⁸ Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.
- (ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- (iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.
- (iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- (v) *Consolidated Fiscal Report (CFR)*: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

- (i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

- (ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.
2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.
2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the

Master Contract and/or any subcontract entered into under the Master Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Master Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.
3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).
5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as

applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.
 - b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.
 - c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.
 - d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.
 - e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.
 - f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

- g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
- 2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 - 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).
 - 4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.
 - 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Master Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. *Cost Allocation:*

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. *Federal Funds:* For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants).

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only

for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.
2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.
3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract 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, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,

promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than \$1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of State business enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification

in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;
2. any debts owed for UI contributions, interest, and/or penalties;
3. the history and results of any audit or investigation; and
4. copies of wage reporting information.

Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Master Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

O. Charities Registration: If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:⁹ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services, then in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

⁹ Not applicable to not-for-profit entities.

ATTACHMENT A-1

New York State Department of State (3/1/22)

I. Agency Specific Clauses

For the purposes of this Agreement, the terms "State" and "Department" are interchangeable, unless the context requires otherwise. In addition, the terms "Agreement" and "Contract" are interchangeable, unless the context requires otherwise.

A. Project Timetable

The Contractor agrees to proceed expeditiously with the Project and to complete the Project in accordance with any timetable associated therewith as set forth in the Work Plan (Attachment C) as well as with the conditions of any applicable permits, administrative orders, or judicial orders and this Agreement.

B. Budget Modifications

Prior DOS written approval, which requires a detailed breakdown and justification, is required for all requests for budget modifications, regardless of the amount of the modification. Additional approvals will be required when modifications exceed thresholds described below.

Any proposed modification to a contract that will result in a transfer of funds among program activities or budget cost categories, but does not affect the amount, consideration, scope or other terms of such contracts must be submitted to DOS for submission to the Office of State Comptroller for approval when:

1. The amount of the modification is equal to or greater than ten percent of the total value of the contract for contracts of less than five million dollars; or
2. The amount of the modification is equal to or greater than five percent of the total value of the contract for contracts of more than five million dollars.

C. Applicable Terms

In addition to the criteria set forth in IV(E)(1)(b) of the Standard Terms and Conditions, documentation of personal service expenditures shall:

1. Be based upon actual work performed;
2. Be supported by internal controls that provide a reasonable assurance that the charges are accurate, allowable, and properly allocated; and
3. Comply with the Contractor's established accounting policies.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

D. License to Use and Reproduce Documents, Intellectual Property and Other Works:

By acceptance of this Agreement, Contractor transfers to the Department a perpetual, transferable nonexclusive license to use, reproduce in any medium, and distribute, for any purpose, any intellectual property or other work purchased, developed or prepared for or in connection with the Project using funding provided pursuant to this Contract, including but not limited to reports, maps, designs, plans,

analysis, and documents regardless of the medium in which they are originally produced. Contractor warrants to the Department that it has sufficient title or interest in such works to license pursuant to this Agreement, and further agrees and warrants that it shall not enter into any subcontract or other agreement purporting to limit such title or interest in such works in any manner that may compromise Contractor's ability to provide the aforesaid license to the Department. Such warranties shall survive the termination of this agreement. Contractor agrees to provide the original of each such work, or a copy thereof which is acceptable to the Department, to the Department before payments shall be made under this Agreement.

E. Property

The ownership of all property or intellectual property described herein and purchased, developed or prepared under the terms of this Contract shall reside with the Contractor with a reversionary interest in such property or intellectual property held by the Department, unless otherwise authorized or directed in writing by the Department. Except as otherwise provided in Section II.C.4 of the Standard Terms and Conditions, Contractor shall retain ownership of such property or intellectual property after the term of this Contract so long as such property or intellectual property is used for purposes similar to those contemplated by this Contract. Otherwise, the Contractor shall return such property or intellectual property to the Department at the Contractor's cost and expense, and Contractor's ownership interests, rights and title in such property or intellectual property shall revert to the Department. The ownership of all property purchased with federal funds provided pursuant to this Agreement, however, shall be governed by the terms of applicable federal law and OMB Circulars including, but not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as amended.

F. Termination

The Department may terminate the Agreement in accordance with the terms and conditions set forth in the Master Grant Contract section of this Agreement. In addition to other reserved rights it has to terminate this Agreement, the Department may terminate or suspend the Agreement under the following circumstances:

1. The Contractor shall complete the project as set forth in this Agreement, and failure to render satisfactory progress or to complete the project to the satisfaction of the State may be deemed an abandonment of the project and may cause the suspension or termination of any obligation of the State. In the event the Contractor should be deemed to have abandoned the project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Contractor by the State and not expended in accordance with this Agreement shall be repaid to the State upon demand. If such monies are not repaid within one year after such demand, the State Comptroller of the State of New York may cause to be withheld from the Contractor any State assistance to which the Contractor would otherwise be entitled in an amount equal to the monies demanded.

2. In the event that the Department has provided written notice to the Contractor directing that the Contractor correct any failure to comply with this Agreement, the Department reserves the right to direct that the Contractor suspend all work during a period of time to be determined by the Department. If the Contractor does not correct such failures during the period provided for in the notice, this Agreement shall be deemed to be terminated after expiration of such time period. During any such suspension, the Contractor agrees not to incur any new obligations after receipt of the notice without approval by the Department.
3. If the Department determines the Contractor has breached a term of the Agreement and if the Department determines the defect can be remedied, it may, in its sole discretion, issue a written notice providing the Contractor with a minimum of 30 days to correct the defect and the notice may include a prospective termination date. If the Contractor fails to correct the defect or fails to make a good faith effort to do so as determined by the Department to the Department's satisfaction, the Department may terminate the Agreement for cause.
4. The Department shall also have the right to postpone or suspend the Agreement or deem it abandoned without this action being a breach of the Agreement. The Department shall provide written notice to the Contractor indicating the Agreement has been postponed, suspended or abandoned. During any postponement, suspension or abandonment the Contractor agrees not to do any work under the Agreement without prior written approval of the Department.
5. In the event the Agreement is postponed, suspended, abandoned or terminated, the Department shall make a settlement with the Contractor upon an equitable basis in good faith and under the general compensation principles and rates established in the Agreement by the Department. This settlement shall fix the value of the work which was performed by the Contractor to the Department's satisfaction prior to the postponement, suspension, abandonment or termination of the Agreement.
6. Any funds paid to the Contractor by the Department which are not expended under the terms of the Agreement shall be repaid to the Department.

G. Subcontracting Requirements

1. Contractor agrees that it shall not enter into any subcontract for the performance of work in furtherance of this Contract with any subcontractor that at the time of contracting: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to possess requisite workers compensation and disability insurance coverage (see <http://www.wcb.ny.gov>). In addition, Contractor agrees that it shall immediately suspend or terminate any subcontract entered into for the performance of work in furtherance of this Contract if at any time during the term of such subcontract the subcontractor: (1) is listed on the New York State Department of Labor's list of companies with which New York State cannot do business (available at <https://dbr.labor.state.ny.us/EDList/searchPage.do>); (2) is listed as an entity debarred from federal contracts (list available at: <https://www.sam.gov/portal/public/SAM>); or (3) fails to maintain requisite workers compensation or disability insurance coverage (see

<http://www.wcb.ny.gov>). Contractor agrees that any such suspension shall remain in place until the condition giving rise to the suspension is corrected by the subcontractor. The terms of this clause shall be incorporated in any and all subcontracts entered into in furtherance of this Contract.

2. The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.
3. The Contractor shall be responsible for informing its subcontractors of all the terms, conditions and requirements of the Contract Documents including, but not limited to the terms of the Master Grant Contract, any and all Appendices, and any changes made by amendments thereto, and ensuring that any and all subcontracts entered into in furtherance of this Contract conform to and do not conflict with such terms.
4. Contractor shall file each and every subcontract entered into in furtherance of this Contract with the Department of State no later than fifteen (15) calendar days following the signing of the subcontract, unless otherwise authorized or directed by the Department of State.
5. In addition to the requirements of Section IV.B.2 of the Standard Terms and Conditions, the Department reserves the right to require, upon notice to the Contractor, that, commencing from the date of such notice or a date otherwise specified in such notice, Contractor must obtain written approval from the Department prior to entering into any and all subcontracts valued at or below \$100,000 for the performance of any activities covered by this Contract (as provided for in Attachment C). Contractor agrees to require any proposed subcontractors to timely provide to the Department such information as may be requested by the Department as necessary to assess whether the proposed subcontractor is a responsible entity capable of lawfully and satisfactorily performing the work. In the event the Department invokes this right of prior approval and a request for approval is submitted by Contractor and denied by the Department, Contractor agrees that it shall not enter into the proposed subcontract and that no costs associated with such subcontract shall be allowable under this Contract.

H. Compliance with Procurement Requirements

1. All contracts by municipalities for service, labor, and construction involving not more than \$35,000 and purchase contracts involving not more than \$20,000 are subject to the requirements of General Municipal Law §104-b, which requires such contracts to comply with the procurement policies and procedures of the municipality involved. All such contracts shall be awarded after and in accordance with such municipal procedures, subject to the MWBE requirements as set forth in Section M and any additional requirements imposed by the State as set forth in Attachment C hereof.
2. The municipal attorney, chief legal officer or financial administrator of the Contractor shall certify to the Department of State that applicable public bidding procedures of General Municipal Law §103 were followed for all service, labor, and construction contracts involving more than \$35,000 and all purchase contracts involving more than \$20,000. In the case of contracts by municipalities, service, labor, and construction contracts involving not more than \$35,000 and purchase contracts involving not more than \$20,000, the municipal attorney, chief legal officer or financial administrator shall certify that the procedures of the municipality established pursuant to General Municipal Law §104-b were fully complied with, in addition to the MWBE requirements as set forth in Section M of this Agreement and any additional requirements imposed by the State as set forth in Attachment C hereof.
3. For non-municipal entities such as community-based organizations, the chief legal officer or financial administrator of the Contractor shall certify to the State that alternative proposals and quotations for professional services were secured by use of written requests for proposals through a publicly advertised process satisfactory to meet the MWBE requirements set forth in Section M of this Agreement and to ensure the prudent and economical use of public funds for professional services of maximum quality at reasonable cost.

I. Vendor Responsibility Determinations

1. A Vendor Responsibility Questionnaire and Certification is required for certain contracts. This Questionnaire is designed to provide information to assist the contracting agency in assessing a CONTRACTOR's responsibility, prior to entering into a contract, and must be completed and submitted electronically or returned with the contract. Contractor is invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at <http://osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at helpdesk@osc.state.ny.us. Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of State or the Office of the State Comptroller's Help Desk for a copy of the paper form.

2. Contractor hereby acknowledges that the Vendor Responsibility Questionnaire (VRQ), as described in Section IV (N) of the Master Grant Contract, as well as any updated or amended version of the VRQ submitted during the term of this contract, or any contractor responsibility information that may be requested by the Department and submitted during the term of this contract, is made a part of this contract by reference hereto and that any misrepresentation of fact in the information submitted, may result in termination of this contract. During the term of this Contract, any changes in the information provided in the questionnaire shall be disclosed to the Department, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of the contract.

J. State Attorney General Charities Registration

In accordance with the Estates, Powers and Trust Law § 8-1.4 (s), the recipient certifies that it is in compliance with the requirements of Estate, Powers and Trusts Law sections 8-1.4 (d), (f), and (g), regarding organizations which administer property for charitable purposes registering and filing periodic reports (together with the appropriate filing fees) with the New York State Attorney General's Charities Bureau. This certification is a material representation of fact upon which reliance was placed by the Department of State in entering into this Agreement with the Contractor.

The Contractor agrees that it will provide immediate written notice to the Department of State if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances.

K. Records Access

The Contractor shall make such records available for review by the Department upon request at any time. The Department shall have the right to conduct progress assessments and review books and records as necessary. The Department shall have the right to conduct an on-site review of the Project and/or books and records of the Contractor prior to, and for reasonable time following, issuance of the final payment. The Department shall be entitled to disallow any cost or expense, and/or terminate or suspend this Agreement, if the Contractor has misrepresented any expenditures or Project activities in its application to the Department, or in this Agreement, or in any progress reports or payment requests made pursuant hereto. The Contractor shall maintain such books and records in a manner so that reports can be produced therefrom in accordance with generally accepted accounting principles. The Contractor shall maintain separate financial books and records for all funds received through the Department pursuant to this Agreement.

L. Notices

Pursuant to Section J of the Master Grant Contract, notice hereunder shall be addressed as follows:

1. Notice to the State

Name, Title	Kyle Wilber, Program Manager
Agency/Division	NYS Department of State
Address	99 Washington Avenue, Suite 1015, Albany, New York 12231
Phone/ Fax/Email	(P): 518-473-3355 (F): 518-474-6572 (E): Kyle.Wilber@dos.ny.gov

2. Notice to the Contractor

Name, Title	Ms. Anastasia O'Neill, Archivist
Address	95 Tivoli Street, Albany, NY 12207
Phone/ Fax/Email	(P): 518-487-5142 (F): (E): anastasia.oneill@albanycountyny.gov

M. Limits on Administrative Expenses and Executive Compensation (19 NYCRR Part 144, incorporated herein by reference):

1. If Contractor is a "covered provider" within the meaning of 19 NYCRR § 144.3(d) at any time during the life of this Agreement, then during the period when Contractor is such a "covered provider":
 - a. Contractor shall comply with the requirements set forth in 19 NYCRR Part 144, as amended; and
 - b. Contractor's failure to comply with any applicable requirement of 19 NYCRR Part 144, as amended, including but not limited to the restrictions on allowable administrative expenses, the limits on executive compensation, and the reporting requirements, may be deemed a material breach of this Agreement and constitute a sufficient basis for, in the discretion of the Department, termination for cause, suspension for cause, or the reduction of funding provided pursuant to this Agreement.

2. Contractor shall include the following provision in any agreement with a subcontractor or agent receiving State funds or State-authorized payments from the Contractor to provide program or administrative services under this Agreement:

[Name of subcontractor/agent] acknowledges that, pursuant to this Agreement, it is receiving "State funds" or "State-authorized payments" originating with, passed through, or approved by the New York State Department of State in order to provide program or administrative services on behalf of [Name of CONTRACTOR]. If at any time during the life of this Agreement [Name of subcontractor/agency] is a "covered provider" within the meaning of Section 144.3(d) of DOS regulations, [Name of subcontractor/agent] shall comply with the terms of 19 NYCRR Part 144, as amended. A failure to comply with 19 NYCRR Part 144, where applicable, may be deemed a material breach of this Agreement constituting a sufficient basis for suspension or termination for cause. The terms of 19 NYCRR Part 144, as amended, are incorporated herein by reference.

N. Minority and Women Owned Business Participation

Article 15-A of the New York State Executive Law, as amended, authorized the creation of a Division of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women. This law supersedes any other provision in state law authorizing or requiring an equal employment opportunity program or a program for securing participation by minority and women-owned business enterprises. Under this statute, State agencies are charged with establishing business participation goals for minorities and women. The Department of State administers a Minority and Women-owned Business Enterprises (MWBE) Program as mandated by Article 15-A.

1. General Provisions

- a. The Department of State is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department of State (the "Agency"), to fully comply and cooperate with the Agency in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") and other applicable federal, state, and local laws. Contractor agrees that the terms "MWBE," "MBE" and "WBE" as used herein, shall mean those MBE or WBE firms certified as such by the State pursuant to NY Executive Law Article 15-A and listed in the directory of New York State Certified MWBEs

found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

- c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section M(7) of this Attachment and such other remedies as are available to the Agency pursuant to the Contract and applicable law.

2. Contract Goals

- a. The Department's New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") utilization goal is 30%. For purposes of this Contract, the specific overall MWBE goal and the breakdown between the Minority-owned Business Enterprise ("MBE") and the Women-owned Business Enterprise ("WBE") utilization goals, are set forth in the Attachment B "Budget", based on the current availability of MBEs and WBEs.
- b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2(a) hereof, the Contractor should reference the directory of New York State Certified MWBEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- c. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60 percent of the total value of the supplier's contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.

- d. The Contractor must document "good faith efforts," pursuant to 5 NYCRR §142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:
 - (1) Evidence of outreach to MWBEs;
 - (2) Any responses by MWBEs to the Contractor's outreach;
 - (3) Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the Agency with MWBEs; and,

- (5) Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

3. Equal Employment Opportunity ("EEO")

- a. The provisions of Article 15-A §312 of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- b. In performing the Contract, the Contractor shall:
 - (1) Ensure that each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 - (2) The Contractor shall submit an EEO policy statement to the Agency within seventy two (72) hours after the date of the notice by Agency to award the Contract to the Contractor.
 - (3) If the Contractor, or any of the subcontractors does not have an existing EEO policy statement, the Agency may require the Contractor or subcontractor to adopt a model statement (see Form A - Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 - (4) The Contractor's EEO policy statement shall include the following language:
 - (a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - (b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - (d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "e" of this section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Form B - Staffing Plan

If the total expenditure of this contract is in excess of \$250,000, the following provision shall apply: The Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. The Contractor shall complete the Staffing plan form and submit it as part of their proposal or within a reasonable time, as directed by the Department of State.

d. Form C - Workforce Utilization Report

(1) The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by the Agency on a monthly basis for construction contracts, and on a quarterly basis for all other contracts, during the term of the Contract.

(2) Separate forms shall be completed by the Contractor and any subcontractors performing work on the Contract.

e. The Contractor shall comply with the provisions of the Human Rights Law, as well as all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan or shall submit an MWBE Utilization Plan at such time as shall be required by the Department of State through the New York State Contract System ("NYSCS"), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the Department of State, either prior to, or at the time of, the execution of the contract.

b. The Contractor agrees to adhere to such MWBE Utilization Plan for the performance of the Contract.

c. The Contractor further agrees that a failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Agency shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

5. Waivers

a. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by the Agency (use Form E - Waiver Request). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If

the documentation included with the waiver request is complete, the Agency shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

- b. If the Agency, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section 6, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the Agency may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report (Form F) to the Agency by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

The Agency may require the Contractor to use the NYSCS to submit utilization plans, record payments to subcontractors and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations. Technical assistance can be obtained through the NYSCS website at <https://ny.newnycontracts.com> by clicking on the "Contact Us & Support" link.

Questions regarding this program should be directed to the Department's Minority and Women-owned Business Program by calling (518) 473-3401. Potential contractors can access the NYS Directory of Certified Minority and Women-owned Business Enterprises on-line through the Empire State Development website at <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>. The Department makes no representation with respect to the availability or capability of any business listed in the Directory.

7. Liquidated Damages - MWBE Participation

- a. Where the Agency determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the Agency liquidated damages.
- b. Such liquidated damages shall be calculated as an amount equaling the difference between:
 - i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 - ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Agency, the Contractor shall pay such liquidated damages to the Agency within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

O. Service-Disabled Veteran-Owned Businesses Participation

Article 17-B of the Executive Law, enacted in 2014, authorized the creation of the Division of Service-Disabled Veterans' Business Development to promote participation of Service-Disabled Veteran-Owned Businesses (SDVOBs) in New York State contracting. The Service-Disabled Veteran-Owned Business Act recognizes the veterans' service to and sacrifice for our nation, declares that it is New York State's public policy to promote and encourage the continuing economic development of service-disabled veteran-owned businesses, and allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB), in order to increase their participation in New York State's contracting opportunities. To this effect, the Department of State (DOS) has implemented a Veteran-Owned Businesses (SDVOB) Program, as mandated by Article 17-B.

To comply with the SDVOB Program goals of 6%, the Department of State strongly encourages grantees to make every effort, to the maximum extent possible, to engage certified SDVOBs in the purchasing of commodities, services and technology in the performance of their contracts with the Department. If SDVOB utilization is obtained, a quarterly SDVOB utilization report should be submitted to the Department with information of the utilization percentage achieved during that quarter. Contractor Reporting Forms are found at: <https://ogs.ny.gov/Veterans/>

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services (OGS), and maintains a directory of the NYS Certified SDVOBs. For assistance with engaging SDVOB vendors in your contracts, please contact the Division of Service-Disabled Veterans' Business Development at the following email address: VeteransDevelopment@ogs.ny.gov, or the DOS Division of Affirmative Action Programs – SDVOB Program at Catherine.Traina@dos.ny.gov or Api.Ohouo@dos.ny.gov. The directory of certified SDVOB vendors can be found at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf

II. Program Specific Clauses – Local Government Programs

A. General Provisions

1. The New York State Budget provides aid to municipalities administered by the Division of Local Government Services (LGS) to assist Local Governments develop projects that will achieve savings and improve municipal efficiency.
2. The Department is authorized to evaluate and determine eligibility of applications for funding of projects.
3. Based upon information, representations and certifications contained in Contractor's application for funding, including the Work Program as set forth in Attachment C, the Department has made a determination of eligibility of funding for Contractor's project under such Budget Act.

4. State funds (Funding Amount set forth on the Face Page) for this Project (Attachment C, ProgramWork Plan) are provided pursuant to an appropriation of funds made by the New York State Budget.
5. The Department, upon receipt and approval of payment requests, shall make payments for eligible costs incurred until the cumulative amount of such payments totals 90% of the State Share Funding Amount. A final payment request for any or all of the remaining 10% of the contract value will not be processed prior to satisfactory completion of the Project, as determined by the Department.
6. The Contractor shall submit with its request for final payment a Final Project Summary Report in the format available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>.
7. The Department will provide Contractor with a Quarterly Contractor Report form, available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>, pursuant to the Department's Minority and Women-owned Business enterprises program as discussed in Section I.M.7. of this document. Such report shall be completed by the contractor and provided to the Department at the address on the Quarterly Contractor Report.
8. The Contractor shall submit two copies of a "Project Status Report", available on the Department of State's website, <http://www.dos.ny.gov/lg/lge/grant.html>, every six months from Contract execution date.

B. Reports, Documents and Maps

1. The Contractor shall identify documents, reports, and maps produced in whole or in part under this Agreement by endorsing on said documents, reports, and maps the following:

"This (document, report, map, etc.) was prepared with funds provided by the New York Department of State through programs administered by the Division of Local Government Services."

2. The Department of State requires a project sign at the site of all construction projects, which involve more than \$50,000 of LGS funds. The expense associated with meeting this requirement is an eligible expense and may be charged as a construction or administration expense.

The specifications for the sign are as follows:

a. Installation

- (1) Install sign at the site within one week of the start of construction.
- (2) Erect sign in a prominent location, secure from vandalism.

b. Materials

- (1) Signboard: 4' X 8', 3/4" plywood, MDO B-B EXT-APA.
- (2) Primer: As recommended by finish coat manufacturer for the substrate and finish material.

- (3) Lettering and striping shall be uniform with sharp, neat profiles.
- (4) "Optional Information" included on sign shall be visually subordinate to other information provided.
- (5) Supports: Treated (Douglas Fir) posts.

c. Maintenance and Removal

- (1) Maintain the sign plumb and level for the duration of the work.
- (2) Remove the sign from the property within 10 days of final payment.



Funding for this project provided by a

**New York Department of State
Local Government Services**

New York Governor (Insert Name)

New York Secretary of State (Insert Name)

Local Officials (optional)

C. Environmental Review

- 1. Contractor agrees to provide the Department, in a timely manner, with all documentation, including but not limited to, permit applications, environmental assessments, designs, plans, studies, environmental impact statements, findings, and determinations, relating to the Project.
- 2. Contractor acknowledges that compliance with the State Environmental Quality Review Act is a material term and condition of this Agreement. In no event shall any payments be made under this Agreement until Contractor has provided Department with appropriate documentation that contractor has met any requirements imposed on Contractor by the State Environmental Quality Review Act.

D. Date/TimeWarranty

- 1. Contractor warrants that product(s) furnished pursuant to this contract shall, when used in accordance with the product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Where a Contractor proposes or an acquisition requires that specific products must perform as a package or system, this warranty shall apply to the products as a system.
- 2. Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or

processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) and date/time transitions (including, but not limited to, leap year calculations). Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting therefrom, including, but not limited to, the failure or untimely performance of such services.

3. This Date/TimeWarranty shall survive for a period of time beyond termination or expiration of this Contract, either through: a) an additional term of ninety (90) days, or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing contained in, or omitted from, this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

E. Submission of all correspondence, Project Documentation and Meeting Documentation

1. The Contractor agrees to provide the Department with one original and an electronic version (Word or PDF) of all documentation relating to this Project, including, but not limited to: notices of public meetings, products described in Attachment C, payment request documentation as described in Attachment D and press articles.
2. The Contractor agrees to provide the Department with timely notification of all meetings and events associated with the Project.
3. All information as described in Section E (1) above shall include the NYS Contract # as indicated on the Face Page of this Agreement

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
SUMMARY**

PROJECT NAME: County and City Records Digitization

CONTRACTOR SFS PAYEE NAME: Albany County

CONTRACT PERIOD: From: 01/01/2024

To: 12/31/2028

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH %	OTHER FUNDS	TOTAL
1. Personal Services					
a. Salary	33,297.00	3,700.00	10.00%	0.00	\$ 36,997.00
b. Fringe			0.00%	0.00	\$ 0.00
Subtotal	\$ 33,297.00	\$ 3,700.00		\$ 0.00	\$ 36,997.00
2. Non Personal Services					
a. Travel			0.00%		\$ 0.00
b. Space/Property & Utilities			0.00%		\$ 0.00
c. Operating Expenses			0.00%		\$ 0.00
d. Contractual Services	275,599.00	30,622.00	10.00%	0.00	\$ 306,221.00
e. Equipment			0.00%	0.00	\$ 0.00
f. Other			0.00%		\$ 0.00
Subtotal	\$ 275,599.00	\$ 30,622.00		\$ 0.00	\$ 306,221.00
TOTAL	\$ 308,896.00	\$ 34,322.00		\$ 0.00	\$ 343,218.00
TOTAL MWBE GOAL	30.00%	MBE GOAL	15.00%	WBE GOAL	15.00%

MWBE GOAL AMOUNT \$ 92,669.00

**ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL**

SALARY					
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	TOTAL
1. Electronic Records Management Tech.	\$39,975	35	10.75939%	36	\$ 12,903.20
2. Project Manager	\$48,580	35	0.36627%	36	\$ 533.80
3. Archivists	\$48,580	35	2.78065%	36	\$ 4,052.55
4. Archival Aides	\$29,258	35	5.46859%	36	\$ 4,800.00
5. Assistant Archivists	\$37,774	35	9.45222%	36	\$ 10,711.45
6. Watervliet Clerk/Registrar of Vital Stats	\$59,000	35	2.25763%	36	\$ 3,996.00
7.					\$ 0.00
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
				Subtotal	\$ 36,997.00
FRINGE – TYPA/DESCRIPTION					
				PERSONAL SERVICES TOTAL	\$ 36,997.00

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
NON-PERSONAL SERVICES DETAIL

TRAVEL – TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

SPACE/PROPERTY EXPENSES: RENT – TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
TOTAL		
SPACE/PROPERTY EXPENSES: OWN – TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
TYPE/DESCRIPTION OF UTILITY EXPENSES		TOTAL
1.		
2.		
3.		
TOTAL		\$ 0.00

OPERATING EXPENSES – TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

CONTRACTUAL SERVICES – TYPE/DESCRIPTION		TOTAL
1.	10 ICC licenses	\$ 12,044.00
2.	Total indexing, processing/uploading, and delivery	\$ 31,100.00
3.	Indexing of an estimated 4,074 keystrokes	\$ 57,036.00
4.	Imaging both Albany County and City of Watervliet records - EBizDocs	\$ 206,041.00
5.		
6.		
7.		
8.		
TOTAL		\$ 306,221.00

EQUIPMENT – TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00

OTHER – TYPE/DESCRIPTION		TOTAL
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		\$ 0.00



P. DAVID SOARES
DISTRICT ATTORNEY

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

CHERYL K. FOWLER
CHIEF ASSISTANT DISTRICT ATTORNEY

CHRISTOPHER D. HORN
DEPUTY CHIEF ASSISTANT DISTRICT
ATTORNEY

October 10, 2024

Rebekah Kennedy, Majority Counsel
Albany County Legislature
112 State Street, Rm. 700
Albany, N.Y. 12207

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

Dear Colleagues:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached Request for Legislative Action seeks permission to:

- Amend the Albany County District Attorney's Salary in accordance with Judiciary Law §183-a.

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

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney

REQUEST FOR LEGISLATIVE ACTION

Requesting a resolution to amend the Albany County District Attorney's Salary to \$223,700 in accordance with Judiciary Law §183-a.

Date: 10/10/2024
Submitted By: P. David Soares
Department: District Attorney
Title: District Attorney
Phone: 5184875460
Department Rep.
Attending Meeting: David Soares, DA; Christopher Horn, Deputy Chief Assistant

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.: A91165.10113
Source of Funds: A91165.14020 002
Title Change:

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

Click or tap here to enter text.

Scope of Services:

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☒ No ☐

If Mandated Cite Authority:

Judicial Law 183-a

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☐ No ☒

County Budget Accounts:

Revenue Account and Line:

A91165.14020 002

Revenue Amount:

\$15,675

Appropriation Account and Line:

A91165.10113

Appropriation Amount:

\$15,675

Source of Funding – (Percentages)

Federal:

State:
County: 100%
Local:

Term

Term: (Start and end date)

Length of Contract:

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number: 12-457, 16-211, 18-210

Date of Adoption: December 3, 2012, May 9, 2016, May 14, 2018

Justification: (state briefly why legislative action is requested)

The linkage of District Attorney (DA) salaries to judicial salaries in New York is governed by state law (Judicial Law 183-a), which ties the compensation of county DAs to that of state judges. This law means that any increase in judicial pay directly impacts DA salaries, as their compensation must be at least as much as the county court judges in their respective counties.

The New York State Commission on Legislative, Judicial, and Executive Compensation plays a key role in setting judicial salaries. Every four years, the Commission meets to evaluate and recommend adjustments to the salaries of New York State judges, including those in the Supreme, County, Family, and Surrogate Courts. These recommendations, once made, automatically take effect unless the state legislature or the governor intervenes to modify or block them.

For 2024, the Commission recommended a 10.2% raise for judges, which took effect on April 1, 2024. This increase reflects inflation and seeks to close the pay gap between state and federal judges, ensuring competitive compensation. Since DA salaries are tied to judicial salaries, this raise would also lead to a corresponding increase in DA compensation across the state.

According to New York State law, Albany County's district attorney (DA) salary is directly linked to the salary of county court judges under Judicial Law 183-a, meaning the DA must be paid at least as much as the county court judge in the same jurisdiction. In Albany County, this salary is \$223,700 (see attached).

This resolution is requested to amend the salary of the District Attorney in accordance with Judiciary Law §183-a. This adjustment is retroactive, beginning on April 1, 2024 so the budget amendment requests that 75% of the \$20,900 additional annual rate be added to A91165.10113, which amounts to \$15,675.

APPROPRIATIONS

ACCOUNT I	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME	ANNUAL
A9 1165 1 0113	District Attorney	15,675.00		202,800.00	District Attorney	218,475.00
	TOTAL APPROPRIATIONS	15,675.00	0.00			

ESTIMATED REVENUES

ACCOUNT I	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
A9 1165 1 4020	Criminal Forensic Auditor		15,675.00		District Attorney
	TOTAL ESTIMATED REVENUES	0.00	15,675.00		
	GRAND TOTALS	15,675.00	15,675.00		

Court	03/28/2024 - 03/26/2025
Albany	223,700
Allegany	221,100
Broome	221,100
Cattaraugus	221,100
Cayuga	221,100
Chautauqua	221,100
Chemung	221,100
Chenango	221,100
Clinton	221,100
Columbia	221,100
Cortland	221,100
Delaware	221,100
Dutchess	221,100
Erie	221,100
Essex	221,100
Franklin	221,100
Fulton	221,100
Genesee	221,100
Greene	221,100
Hamilton	221,100
Herkimer	221,100
Jefferson	221,100
Lewis	221,100
Livingston	221,100
Madison	221,100
Monroe	221,100
Montgomery	221,100
Nassau	232,600
Niagara	221,100
Oneida	221,100
Onondaga	221,100
Ontario	221,100
Orange	221,100
Orleans	221,100
Oswego	221,100
Osteo	221,100
Putnam	223,700
Rensselaer	221,100
Rockland	221,100
St. Lawrence	221,100
Saratoga	221,100
Schenectady	221,100
Schoharie	221,100
Schuyler	221,100
Seneca	221,100
Steuben	221,100
Suffolk	232,600
Sullivan	221,100
Tioga	221,100
Tompkins	221,100
Ulster	223,700
Warren	221,100
Washington	221,100
Wayne	221,100
Westchester	232,600
Wyoming	221,100
Yates	221,100

RESOLUTION NO. 210

AUTHORIZING AN AGREEMENT WITH THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING A SALARY INCREASE FOR THE DISTRICT ATTORNEY AND AMENDING THE 2018 DISTRICT ATTORNEY'S BUDGET

Introduced: 5/14/18

By Audit and Finance Committee:

WHEREAS, NYS Judiciary Law §183-a provides that the salary of the District Attorney shall be the same as a County Judge, and

WHEREAS, Chapter 60 of the Laws of 2015 of the State of New York provides phased-in salary increases over the next four fiscal years, starting on April 1, 2016, with an additional salary increase in fiscal year 2018, and

WHEREAS, The District Attorney has requested a budget amendment in order to appropriate \$5,031 of funding for an increase in salary retroactive to April 1, 2018, now, therefore be it

RESOLVED, That the 2018 District Attorney's Budget is amended as follows:

Decrease Appropriation Account A1165.8 by \$5,031 by decreasing Line Item A1165 8 9060 Hospital and Medical Insurance by \$5,031

Increase Appropriation Account A1165.1 by \$5,031 by increasing Line Item A1165 1 0113 001 District Attorney by \$5,031 with an annual salary of \$200,000

and, be it further

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

Adopted by unanimous vote - 5/14/18

RESOLUTION NO. 457

**AUTHORIZING AN AGREEMENT WITH THE NYS DIVISION OF
CRIMINAL JUSTICE SERVICES REGARDING A SALARY INCREASE FOR
THE DISTRICT ATTORNEY AND AMENDING THE 2012 DISTRICT
ATTORNEY'S BUDGET**

Introduced: 12/3/12

By Law Committee:

WHEREAS, NYS Judiciary Law §183-a provides that the salary of the District Attorney shall be the same as the County Judge, and

WHEREAS, Chapter 567 of the Laws of 2010 of the State of New York provides phased-in salary increases over the next three fiscal years, starting on April 1, 2012, with no increase in fiscal year 2015-2016, and

WHEREAS, The District Attorney has requested a budget amendment in order to appropriate the \$16,800 of funding for an increase in salary, now, therefore be it

RESOLVED, That the 2012 District Attorney's Budget is amended as follows:

Increase Revenue Account A3030 District Attorney's Salary by \$16,800

Increase Appropriation Account A1165.1 by \$16,800 by increasing Line Item A1165 1 0113 001 District Attorney by \$16,800 with an annual salary of \$148,200 for the remainder of fiscal year 2012

and, be it further

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

Adopted by unanimous vote. 12/3/12

RESOLUTION NO. 211

AUTHORIZING AN AGREEMENT WITH THE NYS DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING A SALARY INCREASE FOR THE DISTRICT ATTORNEY AND AMENDING THE 2016 DISTRICT ATTORNEY'S BUDGET

Introduced: 5/9/16

By Audit and Finance Committee:

WHEREAS, NYS Judiciary Law §183-a provides that the salary of the District Attorney shall be the same as a County Judge, and

WHEREAS, Chapter 60 of the Laws of 2015 of the State of New York provides phased-in salary increases over the next four fiscal years, starting on April 1, 2016, with a salary increase in fiscal year 2016-2017, and

WHEREAS, The District Attorney has requested a budget amendment in order to appropriate the \$12,075 of funding for an increase in salary, now, therefore be it

RESOLVED, That the 2016 District Attorney's Budget is amended as follows:

Decrease Appropriation Account A1165.1 by \$12,075 by decreasing Line Item A1165 1 4020 Criminal Forensic Auditor by \$12,075 with an annual salary of \$61,200

Increase Appropriation Account A1165.1 by \$12,075 by increasing Line Item A1165 1 0113 001 District Attorney by \$12,075 with an annual salary of \$183,400

and, be it further

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

Adopted by unanimous vote. 5/9/16

L. 2020, Ch. 55, Part WW

(all caps indicates insertions)

Section 1. Section 2 and subdivision 7 of section 3 of part E of chapter 60 of the laws of 2015, establishing a commission on legislative, judicial, and executive compensation, and providing for the powers and duties of the commission and for the dissolution of the commission, subdivision 7 of section 3 as amended by section 1 of part VVV of chapter 59 of the laws of 2019, are amended to read as follows:

§ 2. 1. (A) On the first of June of every fourth year, commencing June 1, 2015, there shall be established a commission on legislative, judicial and executive compensation to examine, evaluate and make recommendations with respect to adequate levels of compensation and non-salary benefits for members of the legislature, judges and justices of the state-paid courts of the unified court system, statewide elected officials, and those state officers referred to in section 169 of the executive law.

(B) NOTWITHSTANDING ANY PROVISION OF THIS ACT TO THE CONTRARY, THE COMMISSION ESTABLISHED IN THE YEAR 2019 MAY EXAMINE, EVALUATE AND MAKE RECOMMENDATIONS WITH RESPECT TO ADEQUATE LEVELS OF COMPENSATION AND NON-SALARY BENEFITS FOR JUDGES AND JUSTICES OF THE STATE-PAID COURTS OF THE UNIFIED COURT SYSTEM DURING ITS EXAMINATION OF AND MAKING RECOMMENDATIONS FOR LEGISLATIVE AND EXECUTIVE COMPENSATION IN THE YEAR 2020.

2. (a) In accordance with the provisions of this section, the commission shall examine:

(1) the prevailing adequacy of pay levels and other non-salary benefits received by members of the legislature, statewide elected officials, and those state officers referred to in section 169 of the executive law; and

(2) the prevailing adequacy of pay levels and non-salary benefits received by the judges and justices of the state-paid courts of the unified court system and housing judges of the civil court of the city of New York and determine whether any of such pay levels warrant adjustment; and

(b) The commission shall determine whether:

(1) for any of the four years commencing on the first of April of such years, following the year in which the commission is established OR AUTHORIZED BY THIS ACT TO EVALUATE AND MAKE RECOMMENDATIONS ON SUCH SALARIES, the annual salaries for the judges and justices of the state-paid courts of the unified court system and housing judges of the civil court of the city of New York warrant an increase; and

(2) on the first of January after the November general election at which members of the state legislature are elected following the year in which the commission is established, and on the first of January following the next such election, the like annual salaries and allowances of

members of the legislature, and salaries of statewide elected officials and state officers referred to in section 169 of the executive law warrant an increase.

3. In discharging its responsibilities under subdivision two of this section, the commission shall take into account all appropriate factors including, but not limited to: the overall economic climate; rates of inflation; changes in public-sector spending; the levels of compensation and non-salary benefits received by executive branch officials and legislators of other states and of the federal government; the levels of compensation and non-salary benefits received by professionals in government, academia and private and nonprofit enterprise; and the state's ability to fund increases in compensation and non-salary benefits.

7. The commission shall make a report to the governor, the legislature and the chief judge of the state of its findings, conclusions, determinations and recommendations, if any, not later than the thirty-first of December of the year in which the commission is established for judicial compensation and the fifteenth of November the following year for legislative and executive compensation; PROVIDED, HOWEVER, THE REPORT MADE BY THE COMMISSION IN THE YEAR TWO THOUSAND TWENTY REGARDING JUDICIAL, LEGISLATIVE AND EXECUTIVE COMPENSATION SHALL BE ISSUED NOT LATER THAN NOVEMBER 15, 2020. Any findings, conclusions, determinations and recommendations in the report must be adopted by a majority vote of the commission and shall also be supported by at least one member appointed by each appointing authority. Each recommendation made to implement a determination pursuant to section two of this act shall have the force of law, and shall supersede, where appropriate, inconsistent provisions of article 7-B of the judiciary law, section 169 of the executive law, and sections 5 and 5-a of the legislative law, unless modified or abrogated by statute prior to April first of the year as to which such determination applies to judicial compensation and January first of the year as to which such determination applies to legislative and executive compensation.

§ 2. This act shall take effect immediately.

L. 2019, Ch. 59, Part VVV

(Brackets and strike through indicate deletions)

Section 1. Subdivision 7 of section 3 of part E of chapter 60 of the laws of 2015, establishing a commission on legislative, judicial and executive compensation, and providing for the powers and duties of the commission and for the dissolution of the commission, is amended to read as follows:

7. The commission shall make a report to the governor, the legislature and the chief judge of the state of its findings, conclusions, determinations and recommendations, if any, not later than the thirty-first of December of the year in which the commission is established for judicial compensation and the fifteenth of November the following year for legislative and executive compensation. Any findings, conclusions determinations and recommendations in the report must be adopted by a majority vote of the commission and [~~findings, conclusions, determinations and recommendations with respect to executive and legislative compensation~~] shall also be supported by at least one member appointed by each appointing authority. Each recommendation made to implement a determination pursuant to section two of this act shall have the force of law, and shall supersede, where appropriate, inconsistent provisions of article 7-B of the judiciary law, section 169 of the executive law, and sections 5 and 5-a of the legislative law, unless modified or abrogated by statute prior to April first of the year as to which such determination applies to judicial compensation and January first of the year as to which such determination applies to legislative and executive compensation.

§ 2. This act shall take effect immediately.

L. 2015, ch. 60, Part E
(Establishing Commission on Legislative, Judicial and
Executive Compensation)

1

PART E

2 Section 1. Chapter 567 of the laws of 2010 relating to establishing a
3 special commission on compensation, and providing for their powers and
4 duties; and to provide periodic salary increases to state officers is
5 REPEALED.

6 § 2. 1. On the first of June of every fourth year, commencing June 1,
7 2015, there shall be established a commission on legislative, judicial
8 and executive compensation to examine, evaluate and make recommendations
9 with respect to adequate levels of compensation and non-salary benefits
10 for members of the legislature, judges and justices of the state-paid
11 courts of the unified court system, statewide elected officials, and
12 those state officers referred to in section 169 of the executive law.

13 2. (a) In accordance with the provisions of this section, the commis-
14 sion shall examine: (1) the prevailing adequacy of pay levels and other
15 non-salary benefits received by members of the legislature, statewide
16 elected officials, and those state officers referred to in section 169
17 of the executive law; and

18 (2) the prevailing adequacy of pay levels and non-salary benefits
19 received by the judges and justices of the state-paid courts of the
20 unified court system and housing judges of the civil court of the city
21 of New York and determine whether any of such pay levels warrant adjust-
22 ment; and

23 (b) The commission shall determine whether: (1) for any of the four
24 years commencing on the first of April of such years, following the year
25 in which the commission is established, the annual salaries for the
26 judges and justices of the state-paid courts of the unified court system
27 and housing judges of the civil court of the city of New York warrant an
28 increase; and

29 (2) on the first of January after the November general election at
30 which members of the state legislature are elected following the year in
31 which the commission is established, and on the first of January follow-
32 ing the next such election, the like annual salaries and allowances of
33 members of the legislature, and salaries of statewide elected officials
34 and state officers referred to in section 169 of the executive law
35 warrant an increase.

36 3. In discharging its responsibilities under subdivision two of this
37 section, the commission shall take into account all appropriate factors
38 including, but not limited to: the overall economic climate; rates of
39 inflation; changes in public-sector spending; the levels of compensation
40 and non-salary benefits received by executive branch officials and
41 legislators of other states and of the federal government; the levels of
42 compensation and non-salary benefits received by professionals in
43 government, academia and private and nonprofit enterprise; and the
44 state's ability to fund increases in compensation and non-salary bene-
45 fits.

46 § 3. 1. The commission shall consist of seven members to be appointed
47 as follows: three shall be appointed by the governor; one shall be
48 appointed by the temporary president of the senate; one shall be
49 appointed by the speaker of the assembly; and two shall be appointed by
50 the chief judge of the state, one of whom shall serve as chair of the
51 commission. With regard to any matters regarding legislative or execu-
52 tive compensation, the chair shall preside but not vote. Vacancies in
53 the commission shall be filled in the same manner as original appoint-
54 ments. To the extent practicable, members of the commission shall have



1 experience in one or more of the following: determination of executive
2 compensation, human resource administration or financial management.

3 2. The commission shall only meet within the state, may hold public
4 hearings, at least one of which shall be open for the public to provide
5 comments and shall have all the powers of a legislative committee pursu-
6 ant to the legislative law. It shall be governed by articles 6, 6-A and
7 7 of the public officers law.

8 3. The members of the commission shall receive no compensation for
9 their services but shall be allowed their actual and necessary expenses
10 incurred in the performance of their duties hereunder.

11 4. No member of the commission shall be disqualified from holding any
12 other public office or employment, nor shall he or she forfeit any such
13 office or employment by reason of his or her appointment pursuant to
14 this section, notwithstanding the provisions of any general, special or
15 local law, regulation, ordinance or city charter.

16 5. To the maximum extent feasible, the commission shall be entitled to
17 request and receive and shall utilize and be provided with such facili-
18 ties, resources and data of any court, department, division, board,
19 bureau, commission, agency or public authority of the state or any poli-
20 tical subdivision thereof as it may reasonably request to carry out
21 properly its powers and duties pursuant to this section.

22 6. The commission may request, and shall receive, reasonable assist-
23 ance from state agency personnel as necessary for the performance of its
24 function.

25 7. The commission shall make a report to the governor, the legisla-
26 ture and the chief judge of the state of its findings, conclusions,
27 determinations and recommendations, if any, not later than the thirty-
28 first of December of the year in which the commission is established for
29 judicial compensation and the fifteenth of November the following year
30 for legislative and executive compensation. Any findings, conclusions,
31 determinations and recommendations in the report must be adopted by a
32 majority vote of the commission and findings, conclusions, determi-
33 nations and recommendations with respect to executive and legislative
34 compensation shall also be supported by at least one member appointed by
35 each appointing authority. Each recommendation made to implement a
36 determination pursuant to section two of this act shall have the force
37 of law, and shall supersede, where appropriate, inconsistent provisions
38 of article 7-B of the judiciary law, section 169 of the executive law,
39 and sections 5 and 5-a of the legislative law, unless modified or abro-
40 gated by statute prior to April first of the year as to which such
41 determination applies to judicial compensation and January first of the
42 year as to which such determination applies to legislative and executive
43 compensation.

44 8. Upon the making of its report as provided in subdivision seven of
45 this section, each commission established pursuant to this section shall
46 be deemed dissolved.

47 § 4. Date of entitlement to salary increase. Notwithstanding the
48 provisions of this act or of any other law, each increase in salary or
49 compensation of any officer or employee provided by this act shall be
50 added to the salary or compensation of such officer or employee at the
51 beginning of that payroll period the first day of which is nearest to
52 the effective date of such increase as provided in this act, or at the
53 beginning of the earlier of two payroll periods the first days of which
54 are nearest but equally near to the effective date of such increase as
55 provided in this act; provided, however, the payment of such salary
56 increase pursuant to this section on a date prior thereto instead of on



1 such effective date, shall not operate to confer any additional salary
2 rights or benefits on such officer or employee. The annual salaries as
3 prescribed pursuant to this act whenever adjusted pursuant to the
4 provisions of this act, shall be rounded up to the nearest multiple of
5 one hundred dollars.

6 § 5. This act shall take effect immediately and shall be deemed to
7 have been in full force and effect on and after April 1, 2015.

8 PART F

9 Section 1. This act shall be known and may be cited as the "Infras-
10 tructure investment act".

11 § 2. For the purposes of this act:

12 (a) "authorized state entity" shall mean the New York state thruway
13 authority, the department of transportation, the office of parks, recre-
14 ation and historic preservation, the department of environmental conser-
15 vation and the New York state bridge authority.

16 (b) "best value" shall mean the basis for awarding contracts for
17 services to the offerer that optimize quality, cost and efficiency,
18 price and performance criteria, which may include, but is not limited
19 to:

- 20 1. The quality of the contractor's performance on previous projects;
- 21 2. The timeliness of the contractor's performance on previous
22 projects;
- 23 3. The level of customer satisfaction with the contractor's perform-
24 ance on previous projects;
- 25 4. The contractor's record of performing previous projects on budget
26 and ability to minimize cost overruns;
- 27 5. The contractor's ability to limit change orders;
- 28 6. The contractor's ability to prepare appropriate project plans;
- 29 7. The contractor's technical capacities;
- 30 8. The individual qualifications of the contractor's key personnel;
- 31 9. The contractor's ability to assess and manage risk and minimize
32 risk impact; and
- 33 10. The contractor's past record of compliance with article 15-A of
34 the executive law.

35 Such basis shall reflect, wherever possible, objective and quantifi-
36 able analysis.

37 (c) "capital project" shall have the same meaning as such term is
38 defined by subdivision 2-a of section 2 of the state finance law.

39 (d) "cost plus" shall mean compensating a contractor for the cost to
40 complete a contract by reimbursing actual costs for labor, equipment and
41 materials plus an additional amount for overhead and profit.

42 (e) "design-build contract" shall mean a contract for the design and
43 construction of a capital project with a single entity, which may be a
44 team comprised of separate entities.

45 (f) "procurement record" means documentation of the decisions made and
46 the approach taken in the procurement process.

47 § 3. Notwithstanding the provisions of section 38 of the highway law,
48 section 136-a of the state finance law, section 359 of the public
49 authorities law, section 7210 of the education law, and the provisions
50 of any other law to the contrary, and in conformity with the require-
51 ments of this act, an authorized state entity may utilize the alterna-
52 tive delivery method referred to as design-build contracts, in consulta-
53 tion with relevant local labor organizations and construction industry,
54 for capital projects related to the state's physical infrastructure,



COMMISSION ON LEGISLATIVE, JUDICIAL AND EXECUTIVE COMPENSATION

December 4, 2023

The Honorable Kathy Hochul
Governor of the State of New York
State Capitol
Albany, New York 12224

The Honorable President Pro Tem
Majority Leader Andrea Stewart-Cousins
State Capitol Building
Room 330
Albany, New York 12247

The Honorable Carl E. Heastie
Speaker of the New York State Assembly
Legislative Office Building, Room 932
Albany, New York 12248

The Honorable Rowan D. Wilson
Chief Judge of the State of New York
20 Eagle Street
Albany, New York 12207

Dear Governor Hochul, President Pro Tem, Majority Leader Stewart-Cousins, Speaker Heastie and Chief Judge Wilson:

I am pleased to submit this report on behalf of the Commission on Legislative, Judicial and Executive Compensation. Pursuant to Chapter 60 of the Laws of 2015, amended in the Laws of 2019 Chapter 59, Part VVV, this report sets forth the Commission's recommendations with respect to the compensation levels of judges and justices of the State-paid courts of the Unified Court System, fiscal years 2024 to 2027.

The Commission considered a broad range of data, beginning with the factors delineated in Part E of Chapter 60. The Commission held two (2) days of public hearings. All public meetings and hearings were broadcast live over the Internet. The Commission carefully reviewed the public testimony and written submissions received.

The recommendations of the Commission are based on our understanding of what is fair compensation for the judges of New York State. We believe that our recommendations are supported by the factual record. Most importantly, the Commission relied upon the criteria set out in L. 2015, Ch. 60 Part E§3:

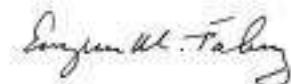
“[t]he Commission shall take into account all appropriate factors including, but not limited to: the overall economic climate; rates of inflation; changes in public-sector spending; the levels of compensation and non-salary benefits received by executive branch officials and legislators of other states and of the federal government; the levels of compensation and non-salary benefits received by professionals in government, academia and private and nonprofit enterprise; and the state’s ability to fund increases in compensation and non-salary benefits”

Further, the Commission reviewed the salary levels and systems of compensation for Federal Court Judges and other State Court Judges.

We believe our Judges are among the best in the nation. The recommended salary levels will help to attract and retain both the diversity and the excellence of the bench to ensure a strong and independent judiciary. This is what the people of New York deserve.

I would like to thank all the members of the Commission for their time, hard work, and dedication that they have given to our mission. As we move forward to the next phase of our responsibilities - determining appropriate levels of legislative and executive compensation - I look forward to working with them.

Respectfully,

A handwritten signature in dark ink, appearing to read "Eugene M. Fahey". The signature is fluid and cursive, with the first name "Eugene" being more prominent.

Eugene M. Fahey
Chair

COMMISSION ON LEGISLATIVE, JUDICIAL AND EXECUTIVE COMPENSATION

FINAL REPORT ON JUDICIAL COMPENSATION

December 4, 2023

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MEMBERS OF THE COMMISSION ON LEGISLATIVE, JUDICIAL AND EXECUTIVE COMPENSATION

Hon. Eugene M. Fahey (Ret.), Associate Judge of the Court of Appeals (Ret.), is from Buffalo, New York. He attended high school at St. Joseph's Collegiate Institute. Later, he graduated from the State University of New York with a B.A. in political science in 1974 (cum laude), a law degree in 1984 and an M.A. in European History in 1998. Judge Fahey was a member of the Buffalo Common Council from 1978 to 1983 and again from 1988 to 1994. He served as Law Clerk to Judge Edgar C. NeMoyer in the New York Court of Claims before entering private practice in 1985, serving as house counsel for Kemper Insurance Company until 1993. Judge Fahey was elected to Buffalo City Court in 1994.

He was elected to the Supreme Court in 1996, and was re-elected in 2010. As a Supreme Court Justice, Judge Fahey was assigned to handle a civil calendar as well as criminal Special Term and presided over a variety of cases in Erie County as well as the outlying counties in the Eighth Judicial District. He was assigned to the Commercial Division in Erie County in January 2005 until his appointment by Governor George E. Pataki to the Appellate Division, Fourth Department in December 2006. In January 2015, Judge Fahey was nominated to the Court of Appeals by Governor Andrew Cuomo. The New York State Senate unanimously confirmed that nomination on February 9, 2015. In 2021 Judge Fahey retired after reaching the mandatory age of 70. Presently he is an adjunct teacher at S.U.N.Y. at Buffalo School of Law. He and his wife, Colleen Maroney-Fahey live in Buffalo, New York. They are proud parents of Ann B.D. Fahey. Judge Fahey is an appointee of the Chief Judge as Chair of the Commission.

Helene E. Blank, graduated Magna Cum Laude from New York Law School in 1977. She was admitted to practice in New York in February 1978; admitted to practice in the Southern and Eastern Districts in 1980 and admitted to Practice before the Supreme Court of the United States in 1984.

She has been a litigator for most of her career. She has tried major personal injury lawsuits for both plaintiffs and defendants. Over the years, she has expanded her practice involving commercial and real estate matters as well as representing other attorneys in various matters affecting their practices. She has been appointed as a Receiver by Judges in both Kings County and New York.

She is presently a member of the OCA advisory panel on civil practice and has been on that panel for more than a decade. She has written and helped to write revisions of legislation and new legislation affecting civil practice in our Courts.

She was the President of the Brooklyn Women's Bar Association; member of the NYSBA civil practice committee; founding Member of the Brooklyn Women's Bar Foundation and helped establish a scholarship in the name of former associate justice of the appellate division and now corporation counsel Sylvia Hinds Radix; Board of Directors of New York State Trial Lawyers and a Dean of the New York State Trial Lawyers Institute, which oversees and directs its CLE programs. She was the President of the Kings County Inns of Court and one of its founding members; she has been the President of the Metropolitan Women's Bar Association; member of the New York State Bar Association, The New York State Women's Bar Association, The Jewish Lawyers Guild, the Brooklyn Bar Association, the Brooklyn Women's Bar Association, and The Brooklyn Chamber of

Commerce. As an attorney, she has been on numerous Office of Court Administration (OCA) committees. She has lectured for the New York State Supreme Court Judges Association, taught classes for Newly Elected Judges, lectured to Judges of the Civil Court of the City of New York and lectured for the following organizations; the State Bar, the Brooklyn Bar, New York County Lawyers, The Association of the Bar of the City of New York, the New York State Trial Lawyers Institute and the Columbian Lawyers. She has been appointed by various organizations to be their representative on Judicial Screening panels. She is the recipient of awards from the New York State Bar, the Brooklyn Women's Bar and the Civil Court Judges of Brooklyn. Ms. Blank is an appointee of the Chief Judge.

Theresa L. Egan, started her career as an attorney in 1987 with a small general practice law firm in Albany, and in November 1997 was elected the first woman Town Judge in town history. After 7 years on the bench, Terri was elected the first Democratic Town of Bethlehem Supervisor in over 130 years.

In April of 2007, she started her career with State government as a Deputy Commissioner for the Department of Motor Vehicles, and was promoted to Executive Deputy Commissioner and acting Commissioner of the DMV in 2015. While at DMV, she managed agency policy and oversaw all phases of operations of an agency which generated more than \$2 billion annually and had nearly 3,000 staff.

In October of 2020, she was asked to apply her operational abilities to assist the Department of Health during COVID managing all "people, places and money" and then retired from State service in October 2021.

Since her retirement, Terri has been serving as the President of Bethlehem Chamber of Commerce since July 2022, working with nearly 400 businesses to promote a robust business community within her home town and surrounding areas.

Terri has found that to be successful, throughout all of her endeavors, one must engage stakeholders to fully understand different perspectives, focusing on facts not rhetoric, and plainly communicate information, often and respectfully, through many channels. Ms. Egan is an appointee of the New York Assembly Speaker.

R. Nadine Fontaine, General Counsel to the Dormitory Authority of the State of New York, a statewide construction and financing public authority with a construction portfolio of over 1,000 projects valued at approximately \$9 billion, conduit debt bond issuer of approximately \$60 billion in bonds and notes, and other statutory program administration responsibilities. As DASNY's Chief Legal Officer, she is responsible for the management and oversight of all activities of the DASNY's Counsel's Office, which also includes oversight of the Office of Professional Integrity, Office of Diversity & Inclusion, and the FOIL, Ethics, and the Real Property Divisions.

Ms. Fontaine has over twenty-nine years of combined legal experience, including litigation of complex commercial disputes in both state and federal courts and extensive governmental experience. She most recently served as the First Assistant Counsel to the Governor overseeing a team of assistant counsels, agency/authority general counsels and other legal team members. Prior thereto, she served

as the Assistant Counsel to the Governor for Economic Development, Public Finance & Procurement and the Assistant Counsel for Human Services. She holds a Bachelor of Arts degree in Social Sciences/Health & Society from the State University of New York at Stony Brook University and a Juris Doctor degree from Pace University School of Law. Ms. Fontaine is an appointee of the Governor.

Victor A. Kovner, Senior Counsel to Davis Wright Tremaine, where he has practiced law since that firm merged with his prior firm Lankenau Kovner. In 1990-1, he was the Corporation Counsel of the City of New York under Mayor David N. Dinkins. He has served as Chair of the Committee on the Judiciary and as Secretary of the New York City Bar Association. Pursuant to appointments by Governors Hugh L. Carey and Mario M. Cuomo, he served on the New York State Commission on Judicial Conduct from 1976 to 1990, concluding as the Commission's Chair.

He has been a member of the Board of Trustees of the Fund for Modern Courts from 1970 to the present, and was the Fund's chair for four years roughly a decade ago. While Chair of the Fund, he helped draft and advocate for the legislation signed by Governor Paterson in 2010 creating the first Commission on Judicial Compensation.

He has specialized in First Amendment Law, and for two decades was on the faculty of the annual Communications Law Seminar of the Practising Law Institute. Pursuant to appointment of President William J. Clinton, he was for eight years on the President's Commission on White House Fellowships. In recent years, he has served as the Trustee of the Liz Claiborne and Art Ortenberg Foundation, which supports community based wildlife preservation in many parts of the world. Mr. Kovner is an appointee of the Governor.

Robert Megna, President of the Rockefeller Institute of Government. Mr. Megna previously served as senior vice chancellor and chief operating officer of SUNY System Administration. In that role, he oversaw the operations of the chief information officer, the State University of New York (SUNY) Plaza business functions, capital facilities, campus energy management, and the Charter School Institute.

He joined SUNY System Administration from Stony Brook University, serving as senior vice president for finance and administration. Prior to joining Stony Brook, he served as executive director of the New York State Thruway Authority and New York State Canal Corporation.

Mr. Megna served as budget director for New York State Division of the Budget (DOB), during which time the state achieved its highest financial rating in 40 years from three major credit rating agencies and passed four on-time budgets for the first time since the 1970s. Mr. Megna has also served as commissioner for New York State Department of Taxation and Finance, assistant commissioner of the office of tax policy at the Virginia Department of Taxation, and director of tax studies at the New York State Department of Taxation and Finance.

Mr. Megna earned an M.S. in economics from the London School of Economics and Political Science at the University of London and received his B.A. in Economics and M.P.A. from Fordham University. Mr. Megna is an appointee of the Governor.

Hon. Jeremy S. Weinstein (Ret.), he was born in New York City and is a graduate of Jamaica High School, York College of the City University of New York (where he was elected the first president of the school's student body), and Brooklyn Law School. He was admitted to the New York State Bar in March 1975.

Judge Weinstein served in 1975 and 1976 as a Deputy Assistant Attorney General of the State of New York. From 1976 until his election to the State Senate, he was an Associate Counsel to the Speaker of the New York State Assembly. He has been a member of his local community planning board in Queens and a member of many civic, fraternal and religious organizations. He has also served as an Adjunct Professor of Political Science at York College of the City University of New York.

In November 1978, he was elected a member of the New York State Senate. He served in the Senate from 1979 to 1992. In 1985, Senator Weinstein was appointed the Assistant Minority Whip, and in 1986 he was elevated to the position of Minority Whip. In 1991, he was further promoted to Assistant Minority Leader - Floor Operations. During his 14 years in the New York State Senate, then Senator Weinstein served on the Judiciary Committee, the Codes Committee, the Banking Committee, and the Crime and Corrections Committee. Senator Weinstein served as ranking member of the Crime and Corrections Committee and Chair of the Senate Democratic Task Force on Crime and sponsored numerous bills dealing with parole, probation, civil practice and the judiciary.

Judge Weinstein maintained a private practice of law until his election in 1993 as a Judge of the Civil Court of the City of New York. In January 1997, Judge Weinstein was appointed an Acting Supreme Court Justice, and the Supervising Judge of the Queens Civil Court. In November 1999, Judge Weinstein was elected a Justice of Queens Supreme Court.

In March 2007, Judge Weinstein was appointed as the Administrative Judge of Queens Supreme Court, Civil Term. From January 2008 through March 2009, he was also appointed Acting Administrative Judge of Queens Supreme Court, Criminal Term, along with his duties in Civil Term. In March 2009, he was appointed Administrative Judge for Civil Matters in the Eleventh Judicial District.

Judge Weinstein is currently a Neutral with National Arbitration and Mediation. Judge Weinstein is an appointee of the President Pro Tem of the Senate.

INTRODUCTION

The judiciary of New York State has a long and distinguished history. Our judges draw on the character and minds of jurists as varied as John Jay, Benjamin N. Cardozo, Irving Lehman, Stanley Fuld, and Charles Breitel. When Judge Cardozo passed, Judge Learned Hand stated “he was a great judge because he successfully reconciled the letter with the spirit of the law” (from the World of Benjamin Cardozo by Richard Pollenberg p. 240).

This spirit runs through to our current judges. We see it in our recent Chief Judges Judith Kaye and Jonathan Lippman through to our current Chief Judge Rowan D. Wilson. As New Yorkers, we expect the best from our legal system. It is one of the largest and the busiest in the world. In 2022, there were 2.1 million new cases filed in our courts (civil-criminal-family court). New York had more than twice the number of filings as the entire federal court system.¹

To fairly and efficiently provide justice to the people of the state, we need to ensure that our judges have the support and the resources they need to do the job. Part of that requires that they be properly compensated for the job we are asking them to do.

They have not seen any increase in pay for four and a half years. During this time the Federal Judiciary has seen a continuous rise in compensation. When compared to the judiciary of other states, New York is ranked ninth, behind Illinois, District of Columbia, California, Rhode Island, Washington, Hawaii, South Carolina and Pennsylvania. The buying power of a judge’s salary is now 20% less than it was in 2019. During this same time period, the other branches of New York government have received well-deserved pay raises. The same is true of employees whose pay is set by collective bargaining.

The Commission recognizes these realities. Our goal is to responsibly address these issues.

¹see uscourts.gov/federaljudicialcaseload 775,585 filings - statistics - 2022

STATUTORY MANDATE

In March of 2015, Part E of chapter 60 of the Laws of 2015 was enacted, providing for a quadrennial commission to “examine, evaluate and make recommendations with respect to adequate levels of compensation and non-salary benefits” for judges, members of the Legislature and certain Statewide elected officials and Executive Branch officers named in Executive Law § 169. The Commission is charged, first, with issuing “findings, conclusions, determinations and recommendations” to the Governor, the Legislature and the Chief Judge with regard to judicial compensation, by December 31, 2023. A separate report, relating to legislative and executive compensation, is due by November 15, 2024.

Chapter 60 sets forth a number of factors to guide the Commission’s work of determining appropriate judicial salary levels, including, but not limited to, the overall economic climate in New York; rates of inflation; changes in public sector spending; levels of compensation and non-salary benefits received by professionals in government, academia and private and nonprofit enterprise; and the state’s ability to fund increases in compensation.

The Commission is authorized to recommend adjustments in judicial salary levels during the four state fiscal years commencing on April 1, 2024. Pursuant to chapter 60, each recommendation of the Commission for a salary adjustment carries the force of law as of April 1st of the year for which the adjustment has been recommended, unless sooner modified or abrogated by statute.

As prescribed in chapter 60, the Commission consists of seven members appointed by the leaders of all three branches of New York State government. Three members are appointed by the Governor; two (including the Chair) by the Chief Judge; and one each by the President Pro Tem of the Senate and the Speaker of the Assembly. The findings and recommendations require a majority vote but they must also be supported “by at least one member appointed by each appointing authority.” The Commission’s Chair shall preside but not vote on matters relating to legislative and executive compensation.

The Commission may recommend up to two adjustments in legislative and executive salary levels, each commencing on January first, following a November general election of members of the Legislature. The Commission is deemed dissolved following issuance of the report due no later than November 15, 2024.

In furtherance of its statutory mission, the Commission held public meetings in New York City. It also held two days of public hearings; one on October 13, 2023 in New York City and one on October 31, 2023 in Albany. A total of 31 witnesses testified at the hearings. The public hearings and meetings were televised live on the Internet.

In addition, the Commission invited written commentary and established post office and email addresses (nyscompensation@gmail.com) through which it received 30 written submissions from judicial associations, bar associations, good government groups, and other interested individuals and organizations. The witness lists, written submissions and other information about the work of the Commission including transcripts and videos of the Commission's public hearings and meetings, are all available on the website at: www.nyscommissiononcompensation.org.

FINDINGS

- 1) Since 1977 the State has assumed the funding of all the courts of the Unified Court System. At that time the State took full responsibility for the costs of all courts, other than town and village courts. Judges were moved from local payrolls to the State payroll.

The adjustment of salaries over the past fifty-six years has a long, and sometimes tortured, history. Since consolidation under State government, pay raises have been addressed ten times. While the issue has come up regularly, there have been significant time periods during which no raises were granted. The longest period of no increase was from February 1999 to March 2012, covering thirteen years. Since 2012, there has been one approved pay increase, in 2015. This took effect in 2016 for a four year period.²

The arbitrary manner by which judicial pay raises were addressed led to the creation of a Commission system by the Legislature. While this process has not always resulted in pay adjustments, it has guaranteed that the issue will be consistently addressed.

- 2) The inflation rate since 2019 has significantly eroded the purchasing power of all salaries. One dollar (\$1.00) in 2019 is equivalent to about a \$1.20 today, an increase of .20 over four (4) years. During this period, the dollar had an average inflation rate of 4.74% per year between 2019 and today. This has produced a cumulative price increase of 20.34% since the last time the Commission met.³

²see OCA Submission to 2023 Commission on Legislative Judicial & Executive Compensation - pp 8-9

³see Raw data comes from the Bureau of Labor Statistics, Consumer Price Index

- 3) The erosion of the value of the salaries of State employees not covered by negotiated contracts is one of the reasons that the Commission was created. Nonetheless, well-deserved raises have recently been approved. Collective bargaining agreements have resulted in pay increases for State employees that will amount to almost 14% through April 2025. New York’s Governor and Legislators have also received recent raises.
- 4) Further, the Commission specifically reviewed available data on current salaries for federal and other state judges.

New York ranks 12th among state courts of general jurisdiction, when adjusted for the cost of living index. It ranks 9th unadjusted. The first eight states are as follows:⁴

1.	Illinois	\$234,380
2.	District of Columbia	\$232,600
3.	California	\$231,174
4.	Rhode Island	\$223,031
5.	Washington	\$217,391
6.	Hawaii	\$215,100
7.	South Carolina	\$212,987
8.	Pennsylvania	\$212,495
9.	New York	\$210,900

Federal District Court judges currently earn \$232,600 per year. Since (*Beer v. U.S.*, 696 F.3d 1174 [Fed. Cir. 2012] *cert. denied* 133 S. Ct. [1997]) held that denial of cost-of-living adjustments violated the Compensation Clause and negated subsequent actions that barred judges from receiving additional compensation. In *Barker v. US* No.12-826 this claim (Fed. Cl filed 11-30-2012) was applied to all Article III Judges. They have

⁴see National Center for State Courts (2023)

received cost-of-living adjustments provided to all federal government employees per Executive Order No. 13655.

- 5) Prior Commissions have drawn a connection between the ability to support a “strong well- qualified judiciary and a healthy state economy.”⁵ We endorse that prior finding.

The recognition of the reliance of New York’s business community on the state court’s ability to adjudicate complex commercial litigation is an important factor in deciding to do business here.

In order to maintain a judicial system worthy of New York’s status as one of the economic and cultural leaders in the world, we must attract lawyers to the bench that have the skill and experience to support that system.

- 6) The Commission Statute in its current form (L. 2019, Ch. 59, Part VVV and L. 2015, Ch. 60, Part E) provides the guidance necessary to fulfill our responsibilities by enumerating six factors to consider:

- the overall economic climate
- rates of inflation
- changes in public sector spending
- levels of compensation and non-salary benefits received by Executive Branch officials and legislators of other states and the Federal government
- levels of compensation and non-salary benefits received by professionals in government, academia, and private and non-profit enterprise
- the State’s ability to fund increases in compensation and non-salary benefits

⁵see Commission on Legislative, Judicial & Executive Report (December 2015 p. 7)

- 7) The Commission finds that:
- A) The overall economic climate is strong:
- Nationally - there has been 33 consecutive months of job growth; 13.9 million new jobs since January 2021; the unemployment rate is 3.8% , below 4% for 20 months; and the largest share of workers in the workforce in 20 years.⁶
 - New York - 93% of jobs lost in the early pandemic have been recovered; unemployment is at 4% - down from 6% two years ago; labor force participation increased to 61.6% in September 2023.⁷
- B) Inflation Rate - Previously Discussed (See No. 2)
- C) Public Sector spending has increased faster than inflation -All Funds spending increased 33.4% from 2019-2020 to 2023-2024, from \$172 billion to \$229.4 billion. While these facts are not dispositive, they do show consistent upward trend in State revenue.⁸
- D) Comparable Salaries of other state and federal judges - Previously Discussed (See No. 4)
- E) Salaries of Professionals in government, academia, private and non-profit sectors greatly exceed judicial salaries.

⁶see OCA submission p. 10; Footnote 37

⁷see OCA submission p. 10; Footnote 38

⁸see OCA submission p. 11; Footnotes 43, 44 and 45

- Below is a sampling from the hearing submission of the Office of Court Administration.⁹

New York City

Administrative Law Judge (Chief), Office of Administrative Trials and Hearings.....	\$227,786
Corporation Counsel.....	\$243,272
Director, Mayor’s Office of Criminal Justice.....	\$227,786
Counsel to the Mayor.....	\$251,982
Commissioner, Mayor’s Office to End Domestic and Gender-Based Violence.....	\$227,786
District Attorneys within New York City.....	\$212,800
New York City Commissioners.....	\$243,171
Chancellor, NYC Department of Education.....	\$363,346

Academia and Public Education

In New York, the salary range for a law school dean falls between \$326,811 and \$438,771, with the average salary equaling \$375,520.

The CUNY Chancellor’s salary is \$670,000 and CUNY’s General Counsel earns \$389, 075.

SUNY’s Chancellor’s salary is \$750,000.

Many public-school administrators across the State earn significantly more than judges.

According to a 2022 survey, the average compensation for large law firm partners in New York City was over \$1.8 million.

⁹see OCA submission pp. 12-13

Non-Profit Sector

The average salary for a CEO of a not-for-profit in New York State is around \$200,000.

- 8) Ability to Fund - The main point is that the expense is minimal. This request is just 1% of the Judiciary's total budget and .028% of the State's general fund budget.

CONCLUSIONS

The Commission on Legislative, Judicial and Executive Compensation on November 13, 2023 unanimously approved changes to judicial salaries as outlined below:

- 1) Effective April 1, 2024, New York State Supreme Court Justices shall receive an annual salary of \$232,600.
- 2) The salaries of all other state judges (including Appellate and Administrative judges) shall be adjusted to reflect their present proportion to the salary of State Supreme Court Justices effective April 1, 2024.
- 3) Except that no County Court Judge, Family Court Judge or Surrogate's Court Judge shall earn less than 95% of a Supreme Court Justice's salary. Any such judicial position now being paid a percentage of a Supreme Court Justice's salary that is greater than 95% shall continue to be paid at that same percentage.
- 4) Judges of the New York City Civil Court, the New York City Criminal Court, District Court, Housing Court of New York City Civil Court and full-time City Court Judges (outside of New York City), shall earn 93% of a Supreme Court Justice's salary. Part-time City Court Judges shall earn the same proportion of the salaries of the full-time City Court Judges that they now earn.
- 5) Effective April 1, 2026, all judges will receive a salary increase of 2% of their April 1, 2024 salary.



SUSAN A. RIZZO
COUNTY COMPTROLLER

MICHAEL F. MCNEFF
CHIEF ACCOUNTANT

COUNTY OF ALBANY
OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030
ALBANY, NEW YORK 12207-2021
(518) 447-7130
susan.rizzo@albanycountyny.gov

EDWARD L. DOTT
EXECUTIVE DEPUTY COMPTROLLER

FRANK COMMISSO
EXECUTIVE DEPUTY COMPTROLLER

October 7, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

RE: RLA – Actuarial Services

Dear Chairwoman Cunningham,

The Department of Audit and Control requests approval to exercise the first of two one-year options with Aquarius Capital Solutions Group, LLC, for actuarial services during the 2025 calendar year. The RLA and our current contract with Aquarius Capital Solutions Group, LLC, are attached for your review and convenience.

Should you require any additional information, please let me know.

Sincerely,

Susan A. Rizzo
Albany County Comptroller
112 State Street, Room 1030
Albany, New York 12207
(518) 447-7130

CC: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Exercising the First Option Year with Aquarius Capital Solutions Group, LLC, for Actuarial Services during the 2025 Calendar Year

Date: October 7, 2024
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: Albany County Comptroller
Phone: (518) 447-7130
Department Rep.
Attending Meeting: Susan A. Rizzo

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) _____
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: N/A
Source of Funds: N/A
Title Change: N/A

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) _____

Contract Terms/Conditions:

Party (Name/address):

Aquarius Capital Solutions Group, LLC
110 Betsy Brown Road
Port Chester, New York 10573

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

N/A

Scope of Services:

Actuarial Services for the 2025 Calendar Year

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☐ No ☒

If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line: A.91315.44051
Appropriation Amount: \$17,000 in 2022-2024, \$7,000 in 2025

Source of Funding – (Percentages)

Federal:
State:
County: 100%
Local:

Term

Term: (Start and end date) 1/1/2025 – 12/31/2025
Length of Contract: 1 Year Option

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

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)

Albany County requires actuarial services to comply with promulgations issued by the Governmental Accounting Standards Board (GASB). Specifically, GASB 75 requires financial reporting related to other post-employment benefits (OPEB), for which the county will utilize the professional services authorized by this resolution.

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
AQUARIUS CAPITAL SOLUTIONS GROUP, LLC
Contract No. 6641 of 2021**

THIS AGREEMENT by and between the County of Albany, a municipal corporation, acting by and through its County Executive, within a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the "County") and Aquarius Capital Solutions Group, LLC, with a principal address located at 110 Betsy Brown Road, Port Chester, New York 10573 (hereinafter called the "CONSULTANT", and the County and Consultant each may be referred to herein as a "[p]arty" or, together, as the "[P]arties").

WITNESSETH:

WHEREAS, the COUNTY, on behalf of the Department of Audit and Control, has a need for actuarial services related to the financial reporting of Other Post-Employment Benefits (OPEB); and

WHEREAS, the OPEB report is being prepared by the CONSULTANT to be used for the sole purpose of financial reporting by the County under GASB 75 and would not be applicable for any other usage or organization.

WHEREAS, the County has issued a request for proposals for the aforesaid services, said request having been denominated RFP #2021—131, issued by the Albany County Purchasing Division (hereinafter the "Purchasing Division") on September 20, 2021, and published on September 30, 2021 & October 7, 2021 (hereinafter called the "RFP"); and

WHEREAS, the Purchasing Division has issued one (1) addendum to the RFP on October 8, 2021 (hereinafter called the "Addendum"); and

WHEREAS, the Consultant has submitted a proposal on October 12, 2021 to provide the aforesaid services (hereinafter called the "Proposal"); and

WHEREAS, the County has accepted the Proposal of the Consultant to provide the aforesaid services; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned actuarial services, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES TO BE PERFORMED

The COUNTY does hereby retain and employ the CONSULTANT to provide actuarial services necessary to report accrued retiree health insurance liabilities in compliance with Statement 75 of the Governmental Accounting Standards Board (GASB 75) – “Accounting and Financial Reporting by Employers for Post-Employment Benefits Other than Pensions (OPEB)”. The COUNTY’S OPEB benefits include medical, dental, vision, and other non-retirement benefits as set forth in the RFP. The CONSULTANT shall perform an evaluation of the COUNTY’S post-employment benefit obligations, other than pensions, suitable for inclusion in the COUNTY’S annual financial report as prepared in accordance with Generally Accepted Accounting Principles (hereinafter referred to as “GAAP”) of the OPEB’s offered to its retirees. The actuary will assist the COUNTY in determining the actuarial accrued liability and the annual required contribution. The evaluation shall be performed by or under the supervision of a certified actuary and must comply in all respects with the requirements of GASB 75. Specific services to be provided by CONSULTANT shall include, but not be limited to:

1. Providing a complete demographic analysis of the COUNTY’S current covered employees, retirees and their dependents and/or beneficiaries.
2. Providing a calculation of the Actuarial Accrued Liability and Annual OPEB Cost, separately identifying the amounts for Actives and Retirees and dependents and/or beneficiaries for the Shaker Place Rehabilitation and Nursing Center, A-Fund, D-Fund, DM-Fund and G-Fund.
3. The GASB Statement No. 75 accounting information shall be separated by the COUNTY’S recognized bargaining units and the COUNTY’S unrepresented employees which shall include the following:
 - a. The Annual Required Contribution (ARC), identifying:
 - i. The Normal Cost; and
 - ii. The outstanding balance and amortization of the Unfunded Actuarial Accrued Liability (UAAL);
 - b. The actuarial valuation shall be performed every two (2) years and will list the estimated annual expense under GASB 75 guidelines for that time period. An interim report will be submitted every other year.

- c. The UAAL as a dollar amount and a percentage of covered payroll.
 - d. The reconciliation of the Net OPEB Obligation (NOO) during the current year, and projected NOO at end of year.
4. The CONSULTANT shall provide a comprehensive report to the COUNTY which shall be comprised of the following:
 - a. Results of the Actuarial Study. These results shall be provided electronically and by hard copy.
 - b. A description of the Plan provisions, including groups covered and benefits valued.
 - c. A description of the Actuarial methods, including the actuarial funding method.
 - d. A description of the Actuarial Assumptions.
 - e. A description of the data used in the valuation, including age/service distribution table(s).
 - f. Sensitivity analysis on the impact of health insurance trend assumptions and interest rate assumptions of the OPEB liability.
 5. Actuarial certification, including indication of membership to the Society of Actuaries, and meeting the American Academy of Actuaries "General Qualification Standard for Prescribed Statements of Actuarial Opinion" relating to postretirement health care plans.
 6. Upon initiation of services, CONSULTANT will identify the major tasks in the valuation engagement and provide a suggested timeline for each task.
 7. The CONSULTANT'S information/reports shall be submitted to the Albany County Comptroller no later than March 31 of each year.
 8. CONSULTANT shall attend all meetings and presentations as required by the COUNTY, including but not limited to the Department of Audit and Control, County Executive, Management and Budget, and various Legislative Committees for the distribution and understanding of the analysis.
 9. In the event that additional actuarial services are required by other COUNTY Departments, including, but not limited to, potential services required by the Department of Management and Budget in connection with funding potential OPEB liability and related COUNTY budget considerations, the CONSULTANT shall provide said services under a separate engagement letter in which the requesting COUNTY agency will set forth the scope of requested services. The CONSULTANT shall provide said services in accordance with the scope of the RFP and shall be

compensated the hourly fees set forth in Article II of this AGREEMENT. Said services will be separate and distinct from this AGREEMENT and the parties shall execute a separate agreement/engagement document.

The parties hereto agree that the terms of the Addendum, dated October 8, 2021; the Request for Proposals, RFP-2021-131, dated September 20, 2021; and CONSULTANT'S Proposal dated October 12, 2021, are specifically incorporated herein, although not specifically attached hereto. In the event of any discrepancy, disagreement or ambiguity among the AGREEMENT and the above incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) This AGREEMENT; 2) The Addendum; 3) The RFP; 4) The CONSULTANT'S proposal.

ARTICLE II. FEES

In consideration of the terms of this AGREEMENT, the COUNTY hereby agrees to pay and the CONSULTANT agrees to accept, an amount not to exceed TWENTY THOUSAND AND 00/100 (\$20,000.00) DOLLARS (US CURRENCY) for all services performed under this Agreement as detailed on page 3 of the CONSULTANT'S Proposal. Payment shall be made upon completion of services relative to each fiscal year.

Payment for services rendered shall be made upon CONSULTANT'S submission of an Albany County Claim Form determining services rendered, including dates and times. Said Claim Form shall be directed to the Albany County Comptroller. Upon acceptance of CONSULTANT'S Claim Form, payment shall be rendered.

ARTICLE III. AVAILABLE DATA

All data relative to the work in the possession of the COUNTY or in the possession of the CONSULTANT shall be made available to the other party to this AGREEMENT without expense to the other party.

ARTICLE IV. COOPERATION

The CONSULTANT shall cooperate with representatives, agents and employees of the COUNTY and the COUNTY shall cooperate with the CONSULTANT to the end that work may proceed expeditiously and economically.

ARTICLE V. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the COUNTY of the fact. The COUNTY

shall be the sole judge as to whether or not such work is in fact beyond the scope of this AGREEMENT and whether or not it constitutes Extra Work. In the event that the COUNTY determines that such work does constitute Extra Work, it shall provide extra compensation to the CONSULTANT on a negotiated basis.

ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the COUNTY upon request. Such records shall be accessible to the COUNTY for a period of six (6) years following the date of final payment by the COUNTY to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the COUNTY.

ARTICLE VIII. RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the COUNTY for any purpose, and the employees of the CONSULTANT shall not in any manner be or be held out to be, an agent or employee of the COUNTY.

ARTICLE IX. INDEMNIFICATION

Each Party shall defend, indemnify and save harmless the other Party, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney's fees) arising out of, or in consequence of, any gross negligent or intentional act or omission of the other Party, to the extent of their responsibility for such claims, damages, losses and expenses.

ARTICLE X. INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY, of the services covered by this AGREEMENT, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the COUNTY a Certificate(s) showing that the requirements of this Article are met and

the Certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the COUNTY, and naming the COUNTY OF ALBANY as an additional insured.

ARTICLE XI. TERM AND TERMINATION OF CONTRACT

The terms of this AGREEMENT shall commence on January 1, 2022 and terminate on December 31, 2024. This AGREEMENT may be renewed at the option of the County for two (2) additional one (1) year periods.

The COUNTY shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the COUNTY, and, in the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work heretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article II - Fees of this AGREEMENT.

ARTICLE XII. DELIVERY OF RECORDS

In the event of the termination of this AGREEMENT, as provided in Article XI, hereof, all data and records pertaining to the AGREEMENT shall be delivered within twenty (20) days to the COUNTY or its duly authorized representative. In case of failure of the CONSULTANT to make such delivery on demand, then and in that event, the CONSULTANT shall be liable to the COUNTY for any damages it may sustain by reason thereof. Any proprietary models, including valuation programs, would be excluded from this provision. The CONSULTANT will have the right to retain a copy of the valuation reports and appropriate documentation as part of the CONSULTANTS professional duties in the actuarial profession.

ARTICLE XIII. REPORTING DUTIES

While providing specific services under this AGREEMENT, the CONSULTANT shall report regularly to the COUNTY, its agents and officials, as directed.

ARTICLE XIV. DISSOLUTION

In the event of dissolution of the CONSULTANT as a corporation or partnership during the existence of this AGREEMENT, the CONSULTANT shall give sixty (60) days' notice in writing to the COUNTY in advance of such dissolution.

ARTICLE XV. LICENSES

The CONSULTANT shall at all times obtain and maintain all licenses and certifications required by the New York State to perform the actuarial services required under this AGREEMENT.

ARTICLE XVI. NON-DISCRIMINATION REQUIREMENT

In accordance with Article 15 of the Executive Law and all other State and Federal statutory and constitutional non-discrimination provisions, the CONSULTANT agrees that it shall not, by reason of race, creed, color, national origin, age, sex, sexual orientation or disability: (a) discriminate in hiring against any person who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the work contemplated by this Agreement.

The CONSULTANT shall not discriminate against any resident or employee of the COUNTY on the basis of race, color, creed, national origin, gender, handicap or source of payment.

ARTICLE XVII. NON-APPROPRIATIONS CLAUSE

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

ARTICLE XVIII. APPLICABLE LAW

This AGREEMENT shall be construed for all purposes under the laws of the State of New York.

ARTICLE XIX. MACBRIDE PRINCIPLES

The CONSULTANT hereby represents that said CONSULTANT is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that said CONSULTANT either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the COUNTY reserves all rights to take remedial measures as authorized under Section 4 of Local Law No. 3 for 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the CONSULTANT in default and/or seeking debarment or suspension of the CONSULTANT.

ARTICLE XX. NOTICES

All notices and documents required to be given by one party to the other under this Agreement will be in writing and will be sent by first class US mail, postage prepaid, or by express mail and will be addressed as set forth in this Agreement or to such other address as may be designated in writing by either party in accordance with the provisions of this Agreement and will be effective upon receipt.

To the CONSULTANT:

Michael L. Frank, ASA, FCA, MAAA
President & Actuary
Aquarius Capital
110 Betsy Brown Road
Port Chester, NY 10573
Tel: (914) 933-0063

ARTICLE XXI. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by a court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either COUNTY or CONSULTANT in their respective rights and obligations contained in the valid covenants, conditions or provisions in this AGREEMENT.

ARTICLE XXII. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which will constitute but one and the same Agreement.

ARTICLE XXIII. CAPTIONS

The captions and headings to the various Articles of this Agreement have been inserted for convenience of reference only, and shall not have the effect of amending or changing the express terms or provisions of this Agreement.

ARTICLE XXIV. CALCULATION OF TIME

All references herein to days shall be to calendar days, unless an express reference is made to business days. In the event the last day for compliance falls on a Saturday, Sunday, or Holiday, the period for compliance shall be deemed to include the following business day.

ARTICLE XXV. NO WAIVER

No delay or omission on the part of any party in exercising any right hereunder will operate as a waiver of such right or of any other right under this Agreement. A waiver on any one occasion will not be construed as a bar to or waiver of any right or remedy on any other occasion.

ARTICLE XXVI. SEVERABILITY

The provisions of this Agreement are to be deemed severable, and the invalidity or unenforceability of any provision will, unless material and going to the essence of the Agreement as a whole, not affect or impair the remaining provisions which will continue in full force and effect.

ARTICLE XXVII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior written or oral agreements, representations, warranties, negotiations, or understandings. This Agreement may not be amended except in a writing executed by all the parties hereto. The parties further represent and warrant that they have not relied on any representations, warranties or statements as an inducement to entering this Agreement other than what is expressly written herein.

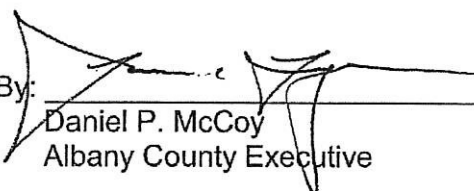
ARTICLE XXVIII. MODIFICATIONS

This Agreement may only be modified by a formal written amendment executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the date and year opposite their respective names.

COUNTY OF ALBANY

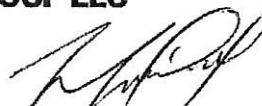
Dated: 1/12/2022

By: 
Daniel P. McCoy
Albany County Executive

Daniel C. Lynch
Deputy County Executive

**AQUARIUS CAPITAL SOLUTIONS
GROUP LLC**

Dated: 1/4/22

By: 
Michael L. Frank
President and Actuary

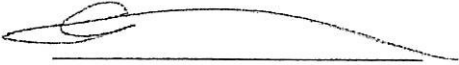
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

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

On the 12th day of January, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

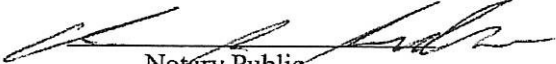


Notary Public

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 4th day of January, 2021, before me, the undersigned, personally appeared Michael L. Frank, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

ALEXANDRA H. MARSHALL
Notary Public, State of New York
No. 01FR6363711
Qualified in Westchester County
Commission Expires August 28, 2025

SCHEDULE "A"

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

Worker's Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

Professional Liability/Errors and Omissions Insurance: A policy or policies with limits of not less than \$1,000,000



SUSAN A. RIZZO
COUNTY COMPTROLLER

MICHAEL F. MCNEFF
CHIEF ACCOUNTANT

COUNTY OF ALBANY
OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030
ALBANY, NEW YORK 12207-2021
(518) 447-7130
susan.rizzo@albanycountyny.gov

EDWARD L. DOTT
EXECUTIVE DEPUTY COMPTROLLER

FRANK COMMISSO
EXECUTIVE DEPUTY COMPTROLLER

October 7, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

RE: RLA – Banking Services

Dear Chairwoman Cunningham,

The Department of Audit and Control requests approval to exercise the first of two one-year options with M&T Bank for banking services during the 2025 calendar year. The RLA, Resolution No. 308 of 2021 and our current contract with M&T Bank are attached for your review and convenience.

Should you require any additional information, please let me know.

Sincerely,

Susan A. Rizzo
Albany County Comptroller
112 State Street, Room 1030
Albany, New York 12207
(518) 447-7130

CC: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Exercising the First Option Year with M&T Bank for Banking Services during the 2025 Calendar Year

Date: October 7, 2024
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: Albany County Comptroller
Phone: (518) 447-7130
Department Rep.
Attending Meeting: Susan A. Rizzo

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) _____
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: N/A
Source of Funds: N/A
Title Change: N/A

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) _____

Contract Terms/Conditions:

Party (Name/address):

M&T Bank
327 Great Oaks Blvd.
Albany, New York 12203

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

N/A

Scope of Services:

Banking Services for the 2025 Calendar Year

Bond Res. No.:

Date of Adoption:

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 ☐

**Service charges are paid for via Compensating*

Balance

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

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

Source of Funding – (Percentages)

Federal:
State:
County: 100%
Local:

Term

Term: (Start and end date) 1/1/2025 – 12/31/2025
Length of Contract: 1 Year Option

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution No. 308 of 2021
Date of Adoption: 9/13/2021

Justification: (state briefly why legislative action is requested)

Albany County requires banking services for continuance of regular operations.

RESOLUTION NO. 308

AUTHORIZING AN AGREEMENT WITH M & T BANK FOR BANKING SERVICES

Introduced: 9/13/21

By Audit and Finance Committee:

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller and Commissioner of Management and Budget issued a Request for Proposals (RFP) regarding banking services for Albany County, and

WHEREAS, The Comptroller and Commissioner of Management and Budget have reviewed the responses of five institutions that were received and considered criteria such as comprehension of work and scope of services; total price and yield on investments; experience with similar projects; demonstrated capabilities including location, financial solvency and equipment; and length of time in business, and

WHEREAS, It has been recommended that a contract for banking services be awarded to M & T Bank based on a comparison of the criteria set forth above, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with M & T Bank, Albany, NY 12207 for such banking services as are required by the Comptroller and Commissioner of Management and Budget for a term commencing November 15, 2021 and ending December 31, 2024, with two one-year options to renew, and, be it further

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

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

Adopted by unanimous vote – 9/13/21

M&T Master
Treasury
Management
Services
Agreement

M&T Bank

Client Name: County of Albany

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M&T Bank

80 State Street, Albany, NY 12207

518-426-6371

E-MAIL: epeters@mtb.com

Elizabeth A. Peters

Sr. Government Banking Relationship Manager

November 19, 2021

Re: Letter Agreement relating to response to RFP #2021-044

Dear Ms. Rizzo:

As discussed, the County would like to opt for Cost Option #2 pursuant to "Section VII: Cost Proposal Section" of M&T's response to RFP #2021-044 (dated April 30, 2021) and M&T is agreeable to such option. This cost option is a fixed compensating balance in the amount of \$35MM in operating funds with 0.02% interest on the compensating balance. It is acknowledged and agreed that a quarterly review will be held to evaluate and adjust, if necessary, the compensating balance requirement, interest on the compensating balance and Muni Money Market Rates according to FED adjustments and market fluctuation.

Please let me know if you have any questions or sign below to acknowledge and agree.

Sincerely,

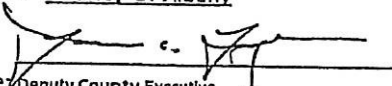
Elizabeth A. Peters

Elizabeth Peters, VP

Sr. Government Banking Relationship Manager

AGREED AND ACCEPTED:

Client: County of Albany

By: 

Title: Deputy County Executive

Date: 11/22/2021

Daniel C. Lynch

NEGOTIATED AGREEMENT

M&T Master Treasury Management Services Agreement

This M&T Master Treasury Management Services Agreement (this "Master Agreement") is entered into between M&T Bank, a New York State-chartered bank having offices at One M&T Plaza, Buffalo, New York 14203-2399 ("M&T") and County of Albany, having its principal offices at 112 STATE ST RM 1030 ALBANY NY 12207 ("Client").

M&T offers, from time to time, various treasury management services to its commercial clients ("Services"). Client wishes to engage M&T to provide, and M&T has agreed to provide, certain Services to Client from time to time in accordance with the terms and conditions of the Agreement (as defined below).

The agreement between the parties relating to the provision of any Services by M&T to Client in respect of any of its Accounts (the "Agreement") consists of, and incorporates by reference, the terms and conditions contained in each of the following (as defined in this Master Agreement):

- (i) this Master Agreement;
- (ii) the Client Election Forms and, if applicable, any Set-Up Forms;
- (iii) the Product Terms and Conditions;
- (iv) the User Guides;
- (v) the Service Fees;
- (vi) the Client Resolution;
- (vii) M&T's Commercial Deposit Account Agreement;
- (viii) the Multiple Client Authorization Agreement (if applicable);
- (ix) Client's Request for Proposals #2021-044 for Banking Services (the "RFP") (except to the extent exception has been taken thereto by M&T in its Proposal); and
- (x) M&T's Response to the County's RFP No. 2021-044, dated April 30, 2021 (the "Proposal").

The Parties hereto acknowledge that this Agreement was authorized pursuant to Resolution Number 308 of the Albany County Legislature adopted September 13, 2021, as a result of an award of the RFP.

By signing below, Client hereby agrees to the terms and conditions contained in the Agreement and represents and warrants to M&T that (i) Client has received and carefully read and understood the terms and conditions of the Agreement (including the Product Terms and Conditions), (ii) the person signing on behalf of Client below is duly authorized to sign on behalf of and to legally bind Client to the Agreement, and (iii) upon signing this Master Agreement, the Agreement will constitute a legally binding obligation of Client enforceable against Client in accordance with its terms and conditions.

The Agreement shall commence and be effective as of the 15th day of November, 2021 (the "Effective Date").

M&T BANK:

Elizabeth A. Peters

Signature of Bank Officer

Elizabeth A. Peters

Printed Name

Vice President

Title

Date: 11/26/2021

CLIENT:

[Signature]

Signature of TM Signer (as per "Client Resolution")

Daniel C. Lynch

Printed Name

Deputy County Executive

Title

Date: 11/22/2021

Optional Additional Signer (If required by Client Resolution):

Signature of TM Signer (as per "Client Resolution")

Printed Name

Title

Date: _____

¹ "Client Resolution" refers to M&T's Client Resolution (Certificate of Treasury Management Resolution).

NEGOTIATED AGREEMENT

1. Definitions and Interpretation

(a) Capitalized terms shall have the meanings given to those terms in the Agreement, and the following capitalized terms, when used in the Agreement, shall have the meanings given to them below:

"Account" means any existing or future account of Client with M&T (or existing or future account with M&T over which Client has authority).

"ACH" means the Automated Clearing House.

"ACH Rules" means, collectively, the ACH rules as published by NACHA, as amended, modified or updated from time to time.

"Affiliate" means, with respect to a party to the Agreement, any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or common control with such party (where "control" means the power to direct the management of the affairs of the entity and "ownership" means the beneficial ownership of a majority of the voting rights of the entity).

"Authorized Representative" means any person that has been designated or authorized by Client to act on its behalf in some capacity with respect to the Agreement, Services or Accounts, including any TM Signer, System Administrator, signer on an Account, designated "user" of a Website, Wire Telephone Transmitter, Wire Security Contact, FX Wire Contact, Servicer, Servicer Representative, any other representative engaged by Client to act on its behalf, any person responsible for routine matters relating to the Agreement, Services or Accounts and any person whom Client gives access to, or allows to use, the Services or Accounts.

"Business Day" means Monday through Friday, but excluding federal holidays and other days that M&T is legally permitted to be closed.

"Client Election Form" means the M&T Client Election and System Administration Form submitted by Client to M&T that sets forth Client's elections and instructions with respect to the Services or Accounts.

"Client Resolution" means the M&T Client Resolution (Certificate of Treasury Management and Other Resolutions) submitted by Client to M&T (or such other document as accepted by M&T in its sole discretion) to authorize, among other things, entry into the Agreement and designation of the TM Signers.

"Commercial Deposit Account Agreement" means the M&T Commercial Deposit Account Agreement that sets forth the terms and conditions applicable to M&T's commercial deposit accounts and other M&T fees, disclosures and terms and conditions relating to such accounts, in effect from time to time.

"Confidential Information," in respect of a party, means such party's proprietary and/or confidential information, including any technology, knowhow, processes, software, databases, manuals, trade secrets, contracts, historical, current and projected financial information, business strategies, operating data, organizational and cost structures, product descriptions, pricing information, the Agreement and the Security Procedures, whether received before or after the date of this Master Agreement, whether oral, written, electronic or otherwise, and regardless of the form in which it is provided or maintained by such party. Confidential Information includes information of an Affiliate of either party, as well as products licensed and utilized by M&T in performing Services for Client. Confidential Information does not include any information that is publicly available to the other party (without violation of any confidentiality obligation in respect thereof).

"Correspondent" means any intermediary or recipient institution, agent or sub-agent thereof, payment system or network or other third party involved in the provision of a Service, including the transmission and/or receipt of a Payment Order.

"Electronic Record" means information that is created, generated, sent, communicated, received, or stored by electronic means and is retrievable in perceivable form.

"Electronic Signature" means an electronic symbol or process, attached to or logically associated with an agreement, form and/or other document (whether or not in the form of an Electronic Record) and executed or adopted by a person with the intent to sign the agreement, form and/or document.

"Funds Transfer" means any electronic funds transfer of funds from an Account through a wire transfer or ACH network.

"Governmental Authority" means any transnational, domestic or foreign federal, state or local, governmental authority, department, court, agency or official, including any political subdivision thereof.

"Instruction" means any communication, message or other instruction by or on behalf of Client, whether orally or in writing, including any Payment Order.

"Law" means any foreign, federal, state or local laws (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to a party, including the Uniform Commercial Code, the ACH Rules, the Unlawful Internet Gambling Enforcement Act, all anti-money laundering and know-your-customer laws and regulations, including the Bank Secrecy Act, the US Patriot Act and any law that is enforced or administered by, or US economic sanctions implemented by regulations of, or screening required by regulations issued by, the Office of Foreign Assets Control, and letters or guidelines issued by regulatory authorities. Laws also shall include any rules, guidelines and policies of a Governmental Authority and any regulations, rules and policies of applicable payment, card or other associations used in connection with the Services or Accounts.

"Loss" means any and all losses, costs, damages, liabilities, claims, causes of action, demands, suits, proceedings, injuries, costs, expenses (including court costs, disbursements, reasonable legal and professional advisor fees and expenses and reasonable expenses of investigation), judgments, fines and other damages of any nature whatsoever.

"M&T Technology" means all firmware, hardware, software, data compilations, programs, applets, scripts, macros, databases and servers and related technology ideas and know-how, whether owned by M&T or licensed to M&T from a third party, and used, at any time, in connection with any Service or Account, including all modifications, updates, new releases and replacements thereof. M&T Technology does not include any "open source" firmware, software or data compilations, as any such "open source" firmware, software or data compilations will be subject to the terms and conditions set out in the relevant "open source" license.

"M&T Materials" means any documents, materials or information that M&T provides or makes available to Client relating to the Agreement, Services or Accounts, including the User Guides, manuals, data, software and any security access materials (such as user ID codes, passwords, codes, keys, test keys, embedded algorithms, digital signatures and certificates, tokens and security devices).

"Multiple Client Authorization Agreement" means the M&T Multiple Client Authorization Agreement entered into between M&T and a group of Clients in order to authorize one Client (identified as the Primary Client in such Agreement) to act as agent for each other Client with respect to the Services and Accounts.

"NACHA" means the National Automated Clearing House Association.

"Payment Order" means an instruction to initiate a Funds Transfer.

NEGOTIATED AGREEMENT

"Payment Order Security Procedures" means the Security Procedures agreed upon in writing between Client and M&T and used to verify the authenticity of a Payment Order as purportedly that of Client.

"Product Terms and Conditions" means, with respect to a Service, the Product Terms and Conditions for that Service.

"Product Terms and Conditions Booklet" means the booklet issued by M&T from time to time that includes the Product Terms and Conditions for the Services.

"Reasonable Time to Act" means, with respect to a party, a commercially reasonable time for such party to act, but not less than two Business Days after the Business Day of receipt of the applicable information.

"Security Procedures" means the applicable security procedures made available by M&T from time to time for the purpose of (i) verifying that an instruction (including Payment Order) of any kind is actually that of Client or (ii) encrypting or otherwise helping to restrict access to information, the Accounts or Services, which may include passwords, algorithms or other codes, identifying words or numbers, check stock, token devices, encryption or such other devices, tools or procedures as M&T may implement or make available from time to time.

"Service Fees" means the service fees, charges and expenses as established by M&T from time to time for the provision of the Services and/or Accounts.

"Servicer Representative" means any person that has been designated or authorized by Servicer to act on its behalf in some capacity with respect to the Agreement, Services or Accounts, including any System Administrator, signer on an Account, any person engaged by Servicer to act on its behalf, any person responsible for routine matters relating to the Agreement, Services or Accounts and any person whom Servicer gives access to, or allows to use, the Services or Accounts.

"Set-Up Form" means, with respect to a Service, a M&T set-up form or questionnaire that Client submits to M&T for, or for which Client provides information for the set-up of, such Service.

"System Administrator" means each individual designated by or on behalf of Client as its System Administrator in (i) a Client Election Form or (ii) other document or means acceptable to M&T in its sole discretion, including as described in Section 5(b) below.

"TM Signer" means each individual designated by Client on a Client Resolution as Client's "TM Signer."

"User Guides" means the user guides, information, computer help screens and documents made available by or on behalf of M&T to Client that establishes the guidelines, rules, regulations, protocols, procedures and terms and conditions applicable to the Accounts, Services, Security Procedures and/or information transmission.

"Viruses" means any code, programs, or other internal components that restrict or may restrict use or access to, and do or may damage, destroy or alter any system, computer, network, program, data, or other information or data processing device. Without limiting the foregoing, Viruses shall include any computer virus, malware, adware, spyware, tracking cookie, computer worm, computer time bomb, trojan horse, back door or similar component.

"Website" means any Internet website and/or online access channel that M&T makes available to Client from time to time to access any Service, including, Web InfoPLUS and CSO.

(b) In the Agreement: headings are included for convenience of reference only and shall be ignored in the construction or interpretation of the Agreement; words importing the singular number shall include the plural, and vice versa; words importing the masculine gender shall include the feminine and neuter genders; the words "including," "includes" and comparable terms shall mean "including without

limitation"; words such as "hereunder," "hereto," "hereof," "herein" shall, unless the context clearly indicates to the contrary, refer to the whole Agreement and not to any particular Section hereof; reference to "written" or "writing" and comparable terms refer to printing, typing and any other intentional reduction of information to tangible form, including communications through facsimile and other means as M&T may specifically agree in writing to use or accept; reference to "written" or "writing" and comparable terms may also, in M&T's sole discretion and as M&T may permit from time to time, refer to an Electronic Record; reference to "person" means an individual, corporation, partnership, limited liability company, association, trust or other entity or organization, including any Governmental Authority; references to "M&T" includes any of M&T's Affiliates that provide Services to Client hereunder, but does not include any agent acting for Client; references to "representative" includes, with respect to a party, that party's Affiliates, directors, officers, employees, agents, assigns and other representatives (including, with respect to Client, Client's Authorized Representatives, Servicers and Servicer Representatives); any reference made in the Agreement to a statute or statutory provision shall mean such statute or statutory provision as it has been amended through the date as of which the particular portion of the Agreement is to take effect, or to any successor statute or statutory provision relating to the same subject as the statutory provision so referred to in the Agreement, and to any then applicable rules or regulations promulgated thereunder; references to any agreement, form or other document are to that document as amended, modified or supplemented from time to time in accordance with the terms thereof; and any agreement, form or other document that may be entered into between the parties or submitted by Client may be entered into or submitted in paper form or electronically, as agreed between the parties.

THE SERVICES

2. Scope of Services

(a) The Agreement shall govern the provision of any Services provided to Client from time to time in respect of any of its Accounts. Client shall be deemed to have accepted the terms and conditions in the Agreement if Client enrolls in any Service, uses any Service, allows any other person to enroll in or use any Service on its behalf (including any Servicer), or makes any payment to M&T for any Service.

(b) Client may only use the Services and Accounts (i) for the lawful operation of the specific business that Client conducts, and not for any personal, family or household purpose and (ii) in compliance with the Agreement.

3. Set-Up of Services

(a) Prior to using any Service, Client shall complete and submit to M&T a signed Client Election Form for such Service. For certain Services, Client also will need to complete and submit additional Set-Up Forms, enter into additional agreements with M&T and/or submit to M&T additional information in connection with the Service. All such Client Election Forms, Set-Up Forms and agreements must be in a form satisfactory to M&T in its sole discretion. Client hereby authorizes any Authorized Representative acting on its behalf to sign and submit to M&T any such Set-Up Forms and agreements.

(b) Client hereby consents to M&T completing, on Client's behalf, the Client Election Form and any additional Set-Up Form for any Service. In such case, Client shall carefully review such form prior to signing and/or submitting it to M&T to ensure the form accurately reflects Client's instructions with respect to the Service. Client shall promptly notify M&T if any such form does not accurately reflect Client's instructions and Client shall not use any Service referenced in the form until such form is amended to accurately reflect Client's instructions and re-submitted to M&T.

NEGOTIATED AGREEMENT

(c) If Client wishes to change any elections or instructions in a previously submitted Client Election Form or Set-Up Form, Client must submit an updated form to M&T. Such change shall not be effective until M&T has approved such updated form and has had a Reasonable Time to Act to implement such change.

(d) If requested by Client, M&T may, in its sole discretion, permit Client to provide instructions relating to the set-up of a Service in a form other than a Set-Up Form (e.g., via email from the Client, via telephone call from the Client etc.). In such case, M&T shall be entitled to rely on such instructions provided by Client, including any changes to the set-up of a Service. Such instructions shall not be effective until M&T has approved and had a Reasonable Time to Act to implement such instruction.

(e) M&T is under no obligation to approve Client's use of any Service. The decision to approve Client's use of a Service is within M&T's sole discretion. Client may not commence using any Service until after (i) M&T has received from Client all forms and agreements required by M&T for such Service, including the Client Election Form and any Set-Up Form, (ii) M&T has approved Client's use of such Service, and (iii) M&T has had a Reasonable Time to Act to implement such Service (and no such form shall be effective until thereafter).

(f) Prior to using any Service, Client shall ensure that it reads and understands the Product Terms and Conditions and User Guides for such Service. By using such Service, Client agrees thereto.

(g) Any recommendation or suggestion that M&T or its representatives make to Client (whether orally or in writing) relating to the type or scope of any Service (or Service feature) that Client may wish to purchase or use are made in good faith to assist Client in its decision to use such Service. M&T provides no guarantee or representation regarding any such recommendation or suggestion. The decision to purchase or use (or not to purchase or use) a particular Service (or Service feature) is Client's sole decision, and M&T shall not be held responsible or liable in connection therewith or in connection with any such recommendation or suggestion.

(h) M&T may decline to complete a particular transaction included in a Service if M&T reasonably believes that it may suffer legal and/or reputational risk or that M&T may be in violation of any applicable Law or internal policy applicable to it if it completes such transaction.

4. Authorized Representatives

(a) Client shall provide access to the Services and Accounts only to its Authorized Representatives who need to have such access for purposes of the Agreement, Services and/or Accounts. Client's designation of any Authorized Representative, and the removal or change in any such designation, must be made in a manner and form acceptable to M&T, in its sole discretion. Client represents and warrants to M&T that each Authorized Representative has been properly and fully authorized by Client to give instructions to M&T and to deal in all ways with respect to the Services and Accounts in accordance with such Authorized Representative's designation. Such authority shall continue to be effective unless and until Client notifies M&T in writing that such authority has been revoked and M&T has had a Reasonable Time to Act on such revocation. Client's Authorized Representatives include any person whom M&T reasonably believes is an authorized representative of Client based upon course of conduct between the parties.

(b) Client shall ensure that its Authorized Representatives (i) comply with the provisions of the Agreement, including using the Services and Accounts in compliance with the Agreement and (ii) use the Services and Accounts and provide instructions to M&T only as authorized by Client and within the limits of their permissions, designations and authority. M&T is not responsible if any Authorized Representative exceeds the limits of such person's permission, designation and authority rights. Client shall regularly monitor its Authorized Representatives' access to and use of the Services and Accounts and instructions to M&T to ensure

such access, use and instructions are within their permission, designation and authority. Client shall promptly inform M&T if Client becomes aware of, or suspects, any fraud or misconduct by any of its Authorized Representatives. Client shall implement sound control policies and procedures to avoid fraud and the unauthorized access of its Accounts and information in respect of its Services and Accounts.

(c) M&T shall have no obligation to investigate or inquire into (i) the identity or authority of an Authorized Representative in connection with the Agreement, Services and Accounts or (ii) whether or not an Authorized Representative is, in fact, authorized by Client. For purposes of the Agreement (A) Client is bound by and is responsible and liable for all instructions, acts and omissions of its Authorized Representatives, whether or not such person is acting within the scope of such person's authority and whether or not Client may have authorized or known of such instructions, acts or omissions, (B) any act or omission of an Authorized Representative will be deemed to be an act or omission of Client and (C) any instruction provided by an Authorized Representative to M&T, and any communication provided by M&T to an Authorized Representative, will be deemed to be an instruction or communication sent to or from Client.

(d) Client understands that customers of banks have suffered losses as a result of fraud and misconduct perpetrated by such customer's bookkeepers, controllers, accountants and other representatives. If Client allows any such person to access or use the Services or Accounts or to provide instructions to M&T, Client shall regularly monitor such person's access to and use of the Services and Accounts. Client shall also (i) promptly and regularly review Account statements to ensure all checks and other amounts debited from the Account are legitimate, (ii) regularly log into any applicable Website to view Account transactions to ensure all transactions are legitimate, and (iii) implement sound control policies and procedures to avoid fraud and the unauthorized access of Accounts and information by such persons.

(e) M&T is entitled to and may rely upon (i) with respect to any Payment Order, any Payment Order that (A) was actually authorized by or on behalf of Client or its Servicer or (B) was received using a Payment Order Security Procedure selected by or on behalf of Client or its Servicer, (ii) with respect to any other instruction, such instruction that was actually transmitted, or that M&T reasonably believes was transmitted, to M&T by or on behalf of Client or its Servicer, and (iii) with respect to any other written instruction, such written instruction that was actually sent, or that M&T reasonably believes was sent, by the person whose name appears on the instruction. M&T shall be deemed to have such a reasonable belief if the instruction reasonably appears genuine (and a presumption of genuineness arises from the fact that M&T is not actually aware that such instruction is not genuine). Client's representations and warranties in the Agreement will apply to, and Client is bound by, any and all actions and omissions of Client and its Authorized Representatives.

(f) Client acknowledges that M&T is not responsible for detecting any error in an instruction provided to M&T by Client or its Authorized Representatives (including any Payment Order). Client is solely responsible for the accuracy and completeness of any such instruction. M&T shall have no obligation to verify, by telephone or any other means, any transaction, instruction or information provided by or on behalf of Client. If Client wishes to change or cancel any such transaction, instruction or information, M&T is not obligated to comply with such cancellation or change unless such cancellation or change can be performed (as determined by M&T in its sole discretion) and M&T has had a Reasonable Time to Act upon such cancellation or change.

(g) Client may, from time to time, wish to appoint a director, officer, employee, agent, or other representative of M&T (or one of its Affiliates) as an Authorized Representative of Client for purposes of the Agreement, Services and/or Accounts. For example, a customer may wish to invite a M&T employee to serve as a board member of that

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customer and to have access to the customer's accounts in respect thereof. If Client appoints any such director, officer, employee, agent or representative as its Authorized Representative, then such person shall be considered a representative of Client in all respects in relation to the Agreement and/or relevant Services and Accounts and Client (and not M&T) is fully liable and responsible for all acts and omissions of such person.

5. System Administrators

(a) Certain Services and delivery channels (such as Services accessed through Web InfoPLUS and CSSO) may require Client to appoint one or more System Administrators. A System Administrator will have complete authority on Client's behalf to manage and use such Services and/or delivery channels in respect of all Accounts for which that Service or delivery channel is used. Client may, at any time, remove a System Administrator or appoint a new System Administrator by submitting to M&T an updated Client Election Form or other document acceptable to M&T in its sole discretion with such Instructions (which form or document shall not be effective until M&T has had a Reasonable Time to Act to implement such change).

(b) Unless otherwise specified in the Agreement for a particular Service or Service feature, a System Administrator is authorized to appoint other Authorized Representatives (including other System Administrators) through the Website or other channels agreed by M&T. Such other Authorized Representative may have all or a portion of the authority of the System Administrator who appointed him/her.

(c) Client represents and warrants to M&T, throughout the term of the Agreement, that (i) each System Administrator is duly authorized to perform his/her duties and obligations as described in the Agreement and to delegate all or a portion of his/her duties and obligations to other Authorized Representatives and (ii) each System Administrator and other Authorized Representative has been properly authorized to act on Client's behalf with respect to the Services and Accounts in accordance with such person's designation, including to give Instructions to M&T.

(d) A System Administrator will, among other things, administer and maintain certain other Authorized Representatives' access to and use of the Accounts and Services through the Website and other channels, including by systemically authorizing and/or restricting an Authorized Representative's access to information and transactional capabilities relating to the Services and Accounts. A System Administrator may be able to reset passwords for him/herself and other Authorized Representatives. M&T recommends that (i) Client ensure its System Administrators establish transaction initiation capabilities to require multiple levels of authorization (e.g., one Authorized Representative may initiate a transaction and another Authorized Representative must approve the transaction) and (ii) Client use any audit feature that M&T makes available on the Website or with respect to a Service to ensure that a System Administrator and other Authorized Representatives are acting in accordance with Client's internal control policies and procedures. Client shall implement sound control policies and procedures to avoid fraud and the unauthorized access of Accounts and information, including fraud perpetrated by System Administrators by means of setting up a fictitious Authorized Representative.

(e) If a System Administrator systemically grants an individual access to information, or the systemic ability to initiate, input and/or approve transactions, that individual will be deemed to be an Authorized Representative and M&T may conclusively rely on that grant of access in concluding that such individual has sufficient legal and other authority to have access to Client information, to provide Instructions to M&T and to initiate, input and/or approve transactions on behalf of Client. The fact such individual may not be named on the signature card as an authorized signer for an Account will not effect such authority.

6. Information Reporting

(a) Certain Services may include statements, reports and other information relating to the Agreement, Services or Accounts ("Service Information") that M&T makes available to Client from time to time. Any Service Information reported prior to final posting or settlement is subject to correction in case of error. Certain Service Information is current as of different dates and times (e.g., it may be reported in real-time, it may be updated periodically throughout the day or it may have prior day status). Client shall be commercially reasonable in determining when Service Information was last made current. M&T will not be responsible for any loss Client may suffer as a result of Client's misinterpretation of how current Service Information may be. Service Information regarding balances of any credit facilities that Client may have with M&T may not include any applicable pre-payment premiums or other costs, expenses or fees that may be due and owing to M&T under any applicable loan documents.

(b) Certain Services may involve the transmission of files, reports or other information by M&T to Client, or vice versa. M&T has no obligation to confirm receipt of (or failure to receive) any such file, report or other information, unless M&T expressly and specifically otherwise agrees in writing to do so. Regardless of whether or not M&T has so agreed to confirm receipt, if Client expects to receive, but does not receive, any confirmation of receipt, Client must communicate with M&T directly to verify whether or not M&T actually received the file or information. Client must promptly inform M&T in writing if it does not receive any file, report or other information that should be provided to Client, or that Client should reasonably expect to receive, under the Agreement. Client shall verify the readability, clarity and quality of all information made available to Client, including electronic images. If the quality of the information or image is insufficient to Client or if Client requires replacement of such information or image, Client shall notify M&T within two Business Days after M&T makes such information or image available to Client (or within such longer time as applicable law may require).

(c) In connection with certain Services, M&T may capture images of items deposited into, or presented for payment against, an Account, remittances and other documents. Unless and to the extent specifically required under the Agreement, M&T has no obligation to capture such images and shall not be liable for its failure to do so.

(d) Client shall promptly (and, in any event, within any time frame set forth in the Commercial Deposit Account Agreement) notify M&T in writing of any error in connection with a Service or Account, any known or suspected unauthorized, erroneous or erroneously executed transaction, or of any discrepancy between a record maintained by Client and any communication or notice that Client receives from M&T with respect to a Service or Account. Client shall promptly provide M&T with any information M&T may reasonably request in connection therewith.

SECURITY PROCEDURES AND PAYMENT ORDERS

7. Security Procedures - General

(a) Many Services and delivery channels involve the use of Security Procedures. Client shall implement, use and follow the applicable Security Procedures for any Service that involves the use of a Security Procedure.

(b) M&T shall not be obligated to act on any instruction that is not transmitted in accordance with the applicable Security Procedures and may refuse to act on any such instruction where M&T doubts its authorization, contents, origination or compliance with the applicable Security Procedures.

(c) The Security Procedures (including, the Payment Order Security Procedures) are not designed to, and do not, detect errors in the transmission or content of any instruction purportedly provided to M&T from Client. M&T shall not be responsible for detecting an error in any instruction, regardless of whether or not Client believes that the error was apparent, and M&T shall not be liable for any failure to detect an

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error. M&T may, but shall be under no obligation to, take action that M&T deems advisable to detect errors or unauthorized instructions beyond those that are specified in the Security Procedures; provided M&T's performance of any such action on any occasion will not obligate M&T to do so on any future occasion.

(d) Although M&T may make specific security recommendations within the Agreement or otherwise regarding security with respect to the Services or Accounts, M&T does not guarantee the inviolability of any particular Security Procedure, and M&T has no obligation to make any security recommendations or to further instruct Client regarding security or the manner in which Client is to use the Services or Accounts, however accessed, within Client's business.

(e) M&T shall not be responsible for determining whether or not a Security Procedure has been breached by any representative of Client or any third party. If M&T actually learns of a breach of a Security Procedure by a representative of Client or a third party, M&T may attempt to notify Client thereof, but is under no obligation to do so and M&T's delay or failure to do so will not impose liability for any loss on M&T. To the maximum extent permitted by applicable law, Client will be solely responsible for any loss resulting from any unauthorized transaction made using a Security Procedure, regardless of the identity of the party who made the transaction.

(f) M&T may, at any time, change, implement and require new or additional Security Procedures or features thereof. Any such change will be effective immediately if such change will not have a material adverse effect on Client's use of the Services (as determined by M&T in its reasonable discretion) and, otherwise, will be effective on the date indicated in a Notice to Client. Such Notice may be provided to Client in hardcopy or electronically, including by publishing such change on a Website. If Client does not agree with any such change, Client must immediately discontinue enrollment in and use of the affected Service before the change becomes effective (or, if such change became effective immediately, promptly after such change becomes effective). If Client continues to be enrolled in, uses or pays for the affected Service, Client will be bound by such change and will be deemed to have agreed to such change. Notwithstanding anything else in the Agreement, but without limiting this Section 7, M&T may make any such change without prior Notice to Client if an immediate change is required for security reasons or by applicable law.

(g) In addition to the agreed-to Security Procedures (as described in the Agreement), M&T may, at its sole option, but without obligation of any kind, use any other additional security options and procedures to help verify the authenticity of any instruction provided to M&T; provided that, regardless of whether M&T implements or requires any additional options, Client agrees that the agreed-to Security Procedures are commercially reasonable for verifying the authenticity of a Payment Order.

8. Security Procedures — Payment Orders

In addition to Section 7 above, the following provisions also apply to Payment Orders:

(a) The parties agree that the authenticity of Payment Orders issued to M&T in the name of Client as sender will be verified pursuant to the applicable Payment Order Security Procedures. Client acknowledges that it elected and chose to use such Payment Order Security Procedures.

(b) Client acknowledges and agrees (and, each time Client issues a Payment Order, Client represents and warrants to M&T) that, given Client's particular circumstances, including the nature of Client's business, the size, type and frequency of Client's Payment Orders, transactions and files, Client's internal procedures and systems, the alternative Security Procedures (if any) offered by M&T and the Security Procedures in general use by other customers and banks similarly situated, the Payment Order Security Procedures are a commercially

reasonable method of providing security against unauthorized Payment Orders. If Client continues to be enrolled in, use or pay for a Service after any change to the Payment Order Security Procedures for that Service pursuant to Section 7(f) above, Client will be deemed to agree that, given such circumstances, such changed Payment Order Security Procedures are a commercially reasonable method of providing security against unauthorized Payment Orders.

(c) Any Payment Order received by M&T is effective as the Payment Order of Client, whether or not authorized, if received using the Payment Order Security Procedures. Client expressly agrees to be bound by any Payment Order, whether or not authorized, issued in Client's name and accepted or acted upon by M&T in accordance with the applicable Payment Order Security Procedures. M&T is hereby authorized to execute any such Payment Order and to debit Client's Account for such Payment Order.

(d) If Client chooses certain Payment Order Security Procedures to use in connection with a Service and those Payment Order Security Procedures provide less protection against unauthorized transactions or activity than other Payment Order Security Procedures and options offered by M&T in connection with such Service, the Payment Order Security Procedures chosen by Client shall be deemed commercially reasonable to the same extent as the Payment Order Security Procedures and options offered by M&T that provide greater protection. Client understands that its failure to use any Payment Order Security Procedure or option offered by M&T in connection with a Service may substantially contribute to the risk of fraudulent activity and Client's liability for resulting loss.

(e) The Payment Order Security Procedures are intended to verify the authenticity of instructions regarding Payment Orders purportedly provided to M&T from Client and are not designed to, and do not, detect errors in the transmission or content of such instructions.

(f) Client is responsible for any Payment Order and associated Funds Transfer that is authorized by or on behalf of Client or for which Client is otherwise bound under the law of agency, whether or not M&T or Client complied with the Payment Order Security Procedures for that Payment Order.

9. Payment Orders

(a) Client's Payment Order must include all information that M&T may require in its sole discretion, including under the Product Terms and Conditions, User Guides and Set-Up Forms, for the applicable Service.

(b) Client must carefully review and verify all information in its Payment Order, including the account number of the person or entity to whom Client is sending the Funds Transfer (i.e., the designated recipient) and the unique identifier associated with the recipient institution (i.e., the recipient institution identifier). It is important that all such information is complete and accurate. In executing a Payment Order, M&T and each Correspondent are entitled to rely exclusively on the recipient account number and recipient institution identifier provided in the Payment Order (notwithstanding that such numbers may not match the name of the recipient or recipient institution). IF CLIENT PROVIDES AN 'INCORRECT RECIPIENT ACCOUNT NUMBER OR RECIPIENT INSTITUTION IDENTIFIER, CLIENT COULD LOSE THE PAYMENT ORDER AMOUNT. Neither M&T (nor any Correspondent) are (i) required to reconcile or match a recipient account number or recipient institution identifier with the recipient account name or recipient institution name, (ii) required to verify the recipient account number or recipient institution identifier, or (iii) liable for any loss arising in connection with a Payment Order that is made to the incorrect recipient due to an error in the recipient account number or recipient institution identifier provided in the Payment Order (notwithstanding that the Payment Order may have contained the correct account name or recipient institution name). Client shall be solely liable for the amount that M&T transferred to any recipient account number indicated in the Payment

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Order. Client understands that once a Payment Order is sent to a Correspondent, M&T no longer has any control over the funds; it is the sole responsibility of the paying bank to transmit the funds to the recipient account number indicated in such Payment Order and M&T will not be liable for any Loss if such funds are lost or not received by the intended recipient.

(c) M&T, without limitation, has no obligation to execute a Payment Order (i) against unavailable or insufficient funds in the Account, (ii) which M&T is not able to authenticate to its satisfaction, (iii) which is incomplete or incorrect, (iv) which M&T believes would constitute a violation of any applicable agreement, law, court order or governmental policy, (v) if M&T suspects fraud or illegal activity, (vi) which does not conform to M&T's format requirements, or (vii) if M&T believes the Payment Order is likely to put M&T at risk of Loss. M&T may reject a Payment Order in its sole discretion, including if M&T doubts its authorization, content, origination or compliance with Security Procedures.

ELECTRONIC SERVICE MATTERS

10. M&T's Websites

(a) M&T may make certain Services available via one or more Websites. In addition to any terms and conditions applicable to Client's use of such Websites (such as the Website Terms of Use and Internet Policy which can be found on M&T's Websites), Client agrees to the other terms and conditions in this Section 10 (collectively, the "Access Terms"). For the avoidance of doubt, the Websites are part of the Services under the Agreement.

(b) M&T reserves the right to suspend Client's access to, and use of, a Website at any time, without Notice, including if M&T becomes aware of Client's violation of any Access Terms, where suspension may be required to prevent interference with or disruption to a Service to other customers, to protect the integrity of M&T systems, M&T Technology or M&T Materials, in connection with any actual or suspected security breach or fraud as determined by M&T in its sole discretion, or as may be required by applicable Law.

(c) Client may only access and use the Websites for lawful purposes, and only for the purpose intended and not for any purpose of commercial exploitation. Without limiting the foregoing, Client shall not use a Website in any way that would, or would be reasonably likely to: (i) infringe any third party copyright, patent, trademark, service mark, trade secret or other proprietary right or right of publicity or privacy; (ii) be fraudulent or involve the use of counterfeit or stolen items; (iii) violate any applicable Law; (iv) violate any contractual provision to which Client is bound; (v) be false, misleading or inaccurate; (vi) create liability for M&T or any third party vendor or cause M&T to lose (in whole or in part) the services of any third party vendor; (vii) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (viii) interfere with or disrupt computer networks connected to the networks used by Client; or (ix) interfere with or disrupt the use by any other customer of the Website, M&T Technology or M&T Materials and/or any services accessed via the Website, M&T Technology or M&T Materials.

(d) Any violation of M&T's systems, M&T Technology, Website, or Security Procedures, including network and system security measures, is strictly prohibited, including unauthorized access to, or use of, systems or data. Client shall not attempt to probe, scan or test the vulnerability of a system or breach security or authorization measures or seek to interfere with any Security Procedures, including network and system security measures. M&T may investigate violations of system and/or network security and may involve law enforcement if criminal conduct is suspected. Indirect or attempted violations of these terms and conditions by Client, and any actual or attempted violations by a third party on Client's behalf, shall be considered violations by Client. Client shall not, and Client shall not engage any third party to, use any software tool designed to automatically emulate the actions of a human user in

conjunction with the M&T Technology or Website. Client shall not attempt to overload, overburden or crash the M&T Technology or Website.

(e) Client shall follow all Access Terms, security requirements and other instructions given to Client by M&T, in accessing and using a Website and Client shall not misrepresent Client's identity in respect thereof. Where passwords or other access materials may be required, Client is solely responsible for the security of such access information and shall immediately upon termination of the Agreement, or upon M&T's request, return to M&T physical access materials and destroy any copies and expunge its computers of all such passwords and access materials not returned to M&T. Client shall inform M&T immediately of any actual or suspected unauthorized access to such passwords or access materials, Website, M&T Technology or M&T Materials.

(f) Client shall reasonably cooperate with M&T and any third party at M&T's request with regard to Client's access to, and use of, a Website, including providing such technical assistance and information as M&T may reasonably request.

(g) Client understands that the Website and other Services may not be available at all times and may be reliant upon third parties and matters outside of M&T's control. M&T is not responsible for any matters outside of M&T's direct control, including matters arising from or relating to third party support for software and hardware, Internet Service Providers ("ISPs"), connectivity and the Internet in general. The computer systems that host and support certain Services require regular maintenance and servicing which may result in interrupted service, and there also is scheduled maintenance and servicing associated with such systems which may result in interrupted services. M&T may change, limit, suspend, terminate or discontinue any aspect of the Service at any time, including the availability of any services, information, features or functions accessible by means of a Service, without Notice or liability. M&T will attempt to provide prior Notice of such interruptions and changes, but does not guarantee that such Notice will be provided. M&T's failure to notify Client of interruptions or changes will not impose liability on M&T for any Loss.

(h) M&T reserves the right to change existing infrastructure, hardware and underlying software used to provide the Website and other Services. M&T assumes no responsibility for delays or problems that result from Client's computing or networking environment, Client's third party vendors and/or Client's local or long distance telephone carriers or ISPs. M&T reserves the right to perform maintenance on the Website and other Services.

11. M&T Technology and M&T Materials

(a) Some of the Services may involve the use of M&T Technology and M&T Materials. Client shall keep the M&T Technology and M&T Materials confidential in accordance with the Agreement and train its representatives in the proper and secure use of the M&T Technology and M&T Materials.

(b) To the fullest extent of M&T's authority, M&T hereby grants to Client a non-exclusive, non-sublicensable, non-transferable, revocable, U.S.-only license to use the Website, M&T Technology and M&T Materials solely for Client's own internal business purposes for the purpose of the Agreement in support of the Services and Accounts, and subject to this Section 11. Some M&T Technology or M&T Materials may be provided subject to a third party agreement or license, in which case, such M&T Technology and M&T Material must also be used in accordance with such license/agreement. In the event of any conflict between the terms of the Agreement and the terms of such license/agreement, the terms of such license/agreement shall prevail.

(c) The Website, M&T Technology and M&T Materials licensed to Client under Section 11(b) may only be used in object code format. Client shall not (i) use the Website, M&T Technology or M&T Materials other

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than as set forth in Section 11(b), (ii) copy, alter or modify the Website, M&T Technology or M&T Materials (except for one copy for back-up purposes or as may otherwise be permitted by applicable Law), (iii) use the Website, M&T Technology or M&T Materials in connection with any other financial institution's products or services, (iv) grant, assign, transfer, sell, lease, distribute, license, sublicense or otherwise make available to any other person any right whatsoever in the Website, M&T Technology or M&T Materials, (v) disclose to any other person any information contained in the Website, M&T Technology or M&T Materials, (vi) reverse engineer (or use sequence(s) or other methods in an attempt to reverse engineer), decompile, disassemble or create any derivative works based upon the Website, M&T Technology or M&T Materials, except as expressly permitted by applicable Law, (vii) use the Website, M&T Technology and M&T Materials as a component of or a base for products or services prepared for commercial sale, sublicense, lease, access or distribution, or (viii) obfuscate, remove or alter any of the logos, trademarks, Internet links, patent or copyright notices, confidentiality or proprietary legends or other notices or markings that are on or in the Website, M&T Technology or M&T Materials.

(d) Except for the limited license set forth in Section 11(b) (or any separate license/agreement referenced in Section 11(b)), all right, title and interest in the M&T Technology, M&T Materials, Services (including Website) and any other service that M&T may provide by or through third party providers in connection with the Agreement (including any intellectual property rights therein), and any derivative, modification or enhancement thereof, shall at all times remain vested solely and exclusively in M&T and/or its third party licensors (provided no representation or warranty is provided by M&T in respect of such intellectual property rights). Nothing in the Agreement or otherwise shall be construed in any way to grant to Client or any other person any express or implied option, license or other right, title or interest in or to the M&T Technology, M&T Materials, Services or other such services. Notwithstanding anything else, the licenses referenced in this Section 11 and anywhere else in the Agreement do not extend to, and Client or any other person may not use, any of M&T's or its Affiliate's trade names, marks or logos beyond Client's use of the Services subject to the Agreement, without M&T's express prior written consent.

(e) If Client suggests to M&T any new features, concepts, improvements or other feedback related to or based upon the Services, M&T Technology or M&T Materials ("Suggestions"), and M&T subsequently incorporates such Suggestions into the Services, M&T Technology, M&T Materials or other M&T products/services/technology, then such Services, M&T Technology, M&T Materials or such other products, services or technology containing the Suggestions will be the sole and exclusive property of M&T. Client acknowledges that M&T will retain all right, title and interest in and to transactional and performance data related to any use of the Services, M&T Technology or M&T Materials that M&T may collect and use for its business purposes (including use optimization and product marketing) provided that such use does not reveal the identity of Client or specific use characteristics that may be identified to Client.

12. Electronic Transactions

(a) Certain Services may include information reporting and the ability of Client to initiate transactions through various electronic methods, including (i) the Website, (ii) direct transmission by either party to the other using a file transfer protocol first approved by M&T, (iii) M&T delivering mutually approved media to Client, such as CD-ROMs, (iv) secure data transmission, (v) email, and (vi) telephonic means. Client shall comply with the Agreement in respect of such features, including the Security Procedures. Statements, reports and other information in connection with the Agreement, Services or Accounts may be provided to Client electronically (including via the Website) or in paper form, at M&T's sole discretion.

(b) Client understands that the Internet is inherently insecure, and that there may be circumstances under which email or an electronic transmission to or from Client may not be successful or completed, including as a result of quarantines, misrouting by intermediate processors or ISP failures. M&T shall not be responsible for any loss arising from the failure of the Internet, email or electronic transmission. M&T may transmit Service or Account information to Client through email as a convenience to Client; however, Client must still regularly log onto the Services in order to obtain such information and to fulfill its obligations under the Agreement.

(c) If Client chooses to use email or electronic means to provide any instruction or information to M&T, Client's use of such email or electronic means will be subject to the terms and conditions of the Agreement and Client must comply with any applicable User Guides regarding such use. Client shall bear the sole risk that such email or electronic communication could be corrupted, monitored, intercepted, re-routed, modified, copied, garbled or hacked or its confidentiality breached by a third party and the risk that M&T may rely on such email or electronic instruction, which appears to be from Client but which is unauthorized.

(d) M&T may rely on the integrity of facsimile transmissions that Client sends to M&T and Client bears the risk that such information that M&T receives might differ from that actually sent to M&T.

13. Electronic Signatures

(a) M&T may, in its sole discretion, offer Client and its Authorized Representatives the ability to sign agreements, forms and/or other documents (whether or not in the form of an Electronic Record) with an Electronic Signature. Client agrees and intends that the Electronic Signature of Client or its Authorized Representative on any agreement, form and/or other document executed in accordance with the procedures set forth in this Paragraph shall have the same legal effect, validity and enforceability as a manually executed signature by Client or its Authorized Representative in ink, to the extent and as provided for in any applicable law. The words "signed" and "signature" and words of like import in or related to this Agreement, or any other document to be signed in connection with this Agreement, shall be deemed to include Electronic Signatures. Notwithstanding the foregoing, M&T is under no obligation to accept or use Electronic Records or Electronic Signatures in any form or format unless expressly agreed to by M&T pursuant to procedures approved by M&T.

(b) Client acknowledges and agrees that in order for Client or its Authorized Representatives to sign an agreement, form and/or other document on behalf of Client with an Electronic Signature, Client or its Authorized Representative must provide M&T with a valid email address for Client or its Authorized Representative. M&T may rely upon the validity and accuracy of any email address provided by Client or its Authorized Representative. A link will be sent to the applicable email address that, when clicked, will direct Client or its Authorized Representative to a website at which Client or its Authorized Representative can view the agreement, form and/or other document to be signed by Client or its Authorized Representative. Client acknowledges and agrees that, in order to sign such agreement, form and/or other document on the website with an Electronic Signature, the identity of Client or its Authorized Representative will be verified pursuant to certain additional authentication procedures implemented by M&T or its vendor, which may include, but are not limited to: (i) the use of challenge questions that must be answered correctly by Client or its Authorized Representative or (ii) the use of a secure code or Personal Identification Number (PIN) that will be generated and sent via text message to Client's or its Authorized Representative's mobile device. M&T may, from time to time and in its sole discretion, choose the authentication procedures that will be used to verify the identity of Client or its Authorized Representative. M&T may, at any time, change, implement or require new or additional authentication procedures.

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Client agrees to the use of such authentication procedures and to receive email messages and/or text messages as part of such procedures or otherwise in connection with electronically signing agreements, forms and/or other documents.

(c) Once the Identity of Client or its Authorized Representative is verified pursuant to one or more of the authentication procedures listed in Section 13(b) or another authentication procedure chosen and implemented by M&T in its sole discretion, Client or its Authorized Representative will be able to view the agreement, form and/or other document to be signed by Client or its Authorized Representative on the website. To sign such agreement, form and/or other document with an Electronic Signature, Client or its Authorized Representative may be required to do one or more of the following: (i) click with a mouse, keyboard stroke or touch on or near a signature block, (ii) click with a mouse, keyboard stroke or touch to effectuate or confirm the signing of the agreement, form and/or other document with an Electronic Signature, (iii) manually execute the signature by moving a mouse, or (iv) manually execute the signature by touching the screen of a computer or other electronic or mobile device. M&T may, in its sole discretion, choose the manner in which Client or its Authorized Representative may sign an agreement, form and/or other document with an Electronic Signature. Client agrees that, upon Client or its Authorized Representative electronically signing an agreement, form and/or other document, M&T may add a digital representation or image of Client's or its Authorized Representative's signature on such agreement, form and/or other document.

(d) Use of the above process and procedures for electronically signing agreements, forms and/or other documents requires Internet and/or data access through a computer or mobile device and is subject to availability and the same limitations as any service available through the Internet. M&T is not responsible for matters that are outside of its reasonable control that might impact availability and functionality. M&T reserves the right to suspend service for any reason at any time. Client's or its Authorized Representative's mobile carrier's text messaging and data charges may apply.

14. Client's Systems

(a) Client represents and warrants that it has acquired any and all equipment, Internet browser, hardware, software, systems and communication devices and facilities required to use the Services and/or Accounts and to maintain appropriate security in connection with the Services and Accounts ("Client Systems") that meet or exceed suitable industry standards and agrees to update, maintain and keep current the Client Systems. Client is solely responsible for (i) having, maintaining and keeping current proper Client Systems, (ii) providing all means necessary to access and use the Services, M&T Technology and M&T Materials made available by M&T, (iii) obtaining appropriate training and training its personnel on the operation of the Services, M&T Technology and M&T Materials, (iv) assuring that all installations of products, upgrades, and corrections have been performed in conformance to vendor's specifications or M&T's requirements, as applicable, (v) providing back-up and restore systems, processes and services for restoration of Client's systems and data upon a failure of any Service, (vi) restoring as necessary, data, data connections and application software, (vii) any testing related to Client's use of the Services, M&T Technology or M&T Materials and its impact on Client Systems, (viii) promptly installing corrections and updates to M&T Technology, and (ix) addressing any system performance problems. M&T may change its requirements for Client Systems at any time.

(b) Client shall maintain and continuously operate on Client Systems up-to-date software that is reasonably capable of detecting and protecting against any Virus. Client is solely responsible for maintaining the security of Client Systems and from protecting Client Systems from Viruses and unauthorized access or intrusion, including any malicious or criminal act or network attack and any error or loss of information that

may be due to the failure or inadequacy of its Client Systems, and to correct defects and/or problems which affect the functioning of network, operating or other systems. Although M&T does not represent or warrant that the Services will be free from any Viruses, M&T has employed efforts designed to check for the most commonly known Viruses prior to making the Services available. M&T shall not be responsible for any Loss to Client Systems caused by any Virus arising in connection with the use of the Services.

(c) At M&T's request, but without obligation of any kind, M&T shall be entitled to reasonable access to Client Systems and Client's facilities (at reasonable times) to repair, update and/or uninstall or remove any M&T Technology or M&T Materials.

SERVICES, VENDORS AND THIRD PARTIES

15. Client's Use of Services

Some of the Services may permit Client to designate a third party vendor or servicer ("Servicer") to use a Service on behalf of Client, to view Client's Account and Service Information, and/or to facilitate Client's transactions with M&T in respect of a Service (such as the ACH Origination, Remote Check Deposit and Image Deposit Cash Letter Services). The 'Servicers' section in Part B of the Product Terms and Conditions Booklet sets forth additional provisions applicable to Client's designation and use of any Servicer in respect of a Service.

16. No Re-Sale of Services

Client represents and warrants to M&T throughout the Agreement that it is purchasing and using the Services for its own business use. Client shall not, without the prior written consent of M&T (which approval may be withheld or provided subject to requirements in M&T's sole discretion) (i) re-sell, provide, assign, transfer or otherwise distribute a Service to any other person or allow any other third party to use a Service, including any of Client's Affiliates or any of Client's own customers, clients or members or (ii) use any Service to assist Client with providing any services to Client's Affiliates or any of Client's own clients, customers and/or members or any other third parties (e.g., processing transactions under a Service for, or on behalf of, its own customers or third parties).

17. Financial Institution Clients

(a) Notwithstanding Section 16, if Client is a financial institution (e.g., a bank, credit union etc.) and wishes to use any Service to assist Client with providing services to its own customers, clients and/or members, the additional terms and conditions set forth in the "Financial Institution Clients" section in Part B of the Product Terms and Conditions Booklet shall apply to Client's use of the Service. For example, Client may wish to use M&T's funds transfer (wire) service to help Client process payment orders submitted to Client from its own customers. M&T hereby confirms that, if Client is a financial institution, Client's own customers, clients and members are approved for purposes of Section 16 above (subject to Client's compliance with the terms and conditions set forth in the "Financial Institution Clients" section in Part B of the Product Terms and Conditions Booklet).

(b) Section 17(a) above does not apply to any Client that is a Third Party Sender (as defined in the Rules) in respect of M&T's ACH Origination Service. The Product Terms and Conditions for the ACH Origination Service set forth requirements for any Client that is a Third Party Sender that wishes to use the ACH Origination Service.

18. Payment Systems, Correspondents and Vendors

(a) M&T may provide any Service (including executing Payment Orders) using any route, payment system or other Correspondent as M&T determines is appropriate in its sole discretion. M&T has no obligation to use a particular route, payment system or Correspondent,

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even if requested by Client. M&T's ability to perform certain Services (including executing Payment Orders) is subject to the rules, regulation and capabilities of such routes, systems and Correspondents. M&T shall not be liable for any failure, delay or error caused by such route, system or Correspondent, and M&T is not responsible for monitoring the financial condition of any other Correspondent or third party, or for advising Client of any change in such condition.

(b) M&T may use, delegate, outsource or subcontract the performance of any Service or part thereof to any Affiliate, vendor, agent, or other third party, without Notice to or approval of Client. Client hereby authorizes the disclosure of information relating to Client and its Services and Accounts to any third party described in this Section 18 for use in connection with the Agreement, Services or Accounts or as required by Law.

OTHER ACCOUNT AND SERVICE MATTERS

19. Account Matters

(a) All Services involving any Accounts are subject to M&T's Commercial Deposit Account Agreement and other M&T fees, terms and conditions relating to such Accounts in effect from time to time (together, the "Commercial Deposit Account Agreement"). Prior to signing this Master Agreement, if Client does not already have a copy of the current Commercial Deposit Account Agreement, Client shall request and obtain from M&T a copy of the Commercial Deposit Account Agreement. Client hereby represents that it has read and understood the Commercial Deposit Account Agreement.

(b) Client represents and warrants that it has good and clear title to each check deposited to any Account, including any checks that are payable to a party other than Client ("Third Party Checks"). Client shall be liable to M&T for any Loss that M&T may incur arising out of, in connection with, or resulting from any Third Party Check.

(c) In any instance in which Client provides, or asks M&T to provide, to a third party (e.g., a third party payroll provider or servicer), or authorizes or allows a third party to create on its behalf, checks to be drawn on Client's Account, Client will be fully responsible and liable to M&T for all such checks negotiated, whether or not authorized by Client. Client releases, indemnifies, defends and holds M&T harmless from and against any and all losses and actions, claims, demands, suits and/or proceedings, directly or indirectly, resulting from, relating to or arising out of or in connection with any action taken by such third party with respect to such checks.

(d) In any instance in which M&T, in its sole discretion, processes a transaction as part of a Service, including a sweep or a wire transfer, from an Account in which Client has insufficient available funds to pay the amount of the transaction, an overdraft loan ("Overdraft Loan") will be created. Each Overdraft Loan will be subject to the provisions of the Commercial Deposit Account Agreement applicable to overdrafts.

(e) In respect of any Account or property of Client or of any of Client's Affiliates or guarantors held by M&T now or in the future, M&T has the right to set off against such Account or property any amounts owing to M&T by Client for Services performed under the Agreement or for amounts owing to M&T by Client or any of its Affiliates under any other agreement with M&T. M&T may exercise its right of setoff without demand upon or Notice to Client and the setoff will be considered to have been exercised immediately upon any default by Client without any action by M&T. M&T may enter the setoff on its books and records at a later time.

20. Other Service Matters

(a) Client shall provide to M&T such financial and other information about Client and its business as M&T may reasonably request in connection with the Agreement, Services or Accounts. Client hereby authorizes M&T to make inquiries, from time to time, of credit reporting

agencies and other sources of commercial credit information regarding Client's financial status and banking history and to provide Client information to such agencies.

(b) Upon reasonable Notice to Client and at a mutually agreed upon time, but without obligation of any kind, Client will permit M&T and/or its agents to visit, inspect and/or audit Client's premises, systems and information as reasonably requested by M&T in connection with the Agreement, Services or Accounts.

(c) Client shall comply with all applicable Laws in connection with the Agreement, Services and Accounts. Client shall provide to M&T any documents or information as M&T may reasonably request from time to time to evidence such compliance. Client shall ensure the Services and Accounts are not used for any unlawful purposes or in violation of any applicable Laws, including in connection with online gambling or to fund any account set up to facilitate online gambling. Client shall provide M&T with any documentation or information as may be reasonably required for M&T to comply with any applicable Laws. To the maximum extent permitted by applicable Law, in the event of a conflict between any provision of the Agreement and any provision of the Law, the Agreement shall prevail and the Agreement will vary such provision of the Law.

(d) M&T performs monitoring, screening, and review procedures in connection with certain Services and Accounts, including, but not limited to, fraud and/or sanctions screening procedures implemented to determine whether transactions comply with the Bank Secrecy Act (31 U.S.C. 5311 et seq.), Office of Foreign Assets Control ("OFAC") rules, or similar Laws. M&T shall have no liability for any losses arising from any delay in the provision of any Service, the processing, transmittal or settlement of any transaction, or the availability of funds caused by any such monitoring, screening, or review procedures conducted by M&T. Client acknowledges that Client has its own independent obligations to conduct screening to comply with the OFAC rules.

(e) To the extent permitted by applicable Law, Client hereby consents to M&T electronically monitoring and/or recording any telephone communications with, or data transmissions by, Client or any of its representatives relating to the Agreement, Services or Accounts. M&T may retain such monitoring records and recordings by any reasonable means. Unless expressly included as part of a particular Security Procedure, M&T shall not be obligated to electronically monitor and/or record, or to retain for any period of time, any such record or recordings and M&T shall not be liable for any loss arising in connection with M&T failing to record or retain such record or recording. If M&T's records about any such record or recording are different from Client's, M&T's records will govern.

(f) The 'Client Security Requirements' section in Part B of the Product Terms and Conditions Booklet, and the User Guides, set forth additional security related requirements that Client shall comply with in respect of any and all Services. Client understands that many of those requirements are designed to help mitigate against loss, including Payment Order losses.

21. Confidentiality

(a) Each party may provide or make available to the other party such party's Confidential Information. Subject to this Section 21, each party shall (i) keep the other party's Confidential Information confidential and not disclose it to any other person and (ii) not use the other party's Confidential Information except for purposes relating to the Agreement, Services and/or Accounts and in compliance with the Agreement; provided that each party may disclose the other party's Confidential Information to (A) such party's Affiliates and permitted prospective assignees, transferees or other successors to its rights and (B) such party's employees, consultants, auditors, professional advisors, vendors, agents, subcontractors and other representatives who need to know such Confidential Information in connection with the Agreement,

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Services and/or Accounts or (C) as otherwise expressly provided in the Agreement. M&T also may use Client's Confidential Information for crime detection, prevention and prosecution, to fulfill regulatory and compliance requirements, to undertake marketing activities, to undertake product development and enhancements and to otherwise manage M&T's relationship with Client.

(b) Notwithstanding anything else in the Agreement, either party may disclose the other party's Confidential Information: (i) pursuant to a requirement or request of a Governmental Authority, regulator, court order, subpoena, civil investigative demand, or other legal or administrative process; (ii) if required by applicable law; or (iii) in defense of any claim or cause of action asserted by the disclosing party (in each case, to the extent so requested or required); provided, however, that prior to disclosing the Confidential Information, the disclosing party will (A) first notify the other party of the request or requirement, or use in defense of a claim, unless Notice is prohibited by such Governmental Authority, regulator, court order, subpoena, process or applicable law and (B) attempt to obtain the consent of the non-disclosing party to the disclosure of the Confidential Information. In the event consent to disclosure is not given by the non-disclosing party, the non-disclosing party will have the right to pursue a protective order, motion to quash or other similar procedural step in order to attempt to prevent the release of its Confidential Information. Nothing in the Agreement is intended to require, nor will it be deemed or construed to require, either party to fail to comply, on a timely basis, with any request or requirement referred to above.

(c) Each party shall have in place internal policies and procedures reasonably designed to (i) ensure the security and confidentiality of the other party's Confidential Information, (ii) protect against any anticipated threats or hazards to the security or integrity of the other party's Confidential Information, and (iii) protect against unauthorized access to or use of the other party's Confidential Information that could result in harm or inconvenience to the parties. Notwithstanding anything else in the Agreement, the obligation of a party to protect the other party's Confidential Information under the Agreement will be satisfied if that party utilizes the same control (but no more than commercially reasonable control) as it employs to avoid disclosure of its own confidential information.

(d) Each party agrees that any breach of this Section 21 may result in immediate and irreparable harm to the other party. In the event of a breach of this Section 21, the non-breaching party will be entitled to specific performance, including the right to seek preliminary and permanent injunctive relief against the breaching party, in addition to any other remedies available at law or in equity. A party seeking relief under this Section will not be required to post a bond.

(e) Upon termination of the Agreement, each party will return the other party's Confidential Information (or, if requested by the other party, destroy such Confidential Information); provided that (i) in no event shall either party be required to return or destroy the other party's Confidential Information that is integrated into its internal electronic systems and (ii) each party may maintain a copy of the other party's Confidential Information as such party may need for legal, audit, regulatory or compliance purposes (in each case, provided such party shall continue to keep the other party's Confidential Information confidential in accordance with this Section 21).

(f) Client understands that M&T has implemented processes and procedures to try to ensure that information (including images) delivered to Client does not contain information relating to an Account or Services of a customer of M&T other than Client. If, despite these processes and procedures, Client receives or can access information relating to another customer of M&T, Client shall promptly:

(i) keep that information confidential, and not display or make available such information to any other person except M&T;

(ii) inform M&T that it is able to access and view such information immediately upon discovering such fact;

(iii) to the extent that the information was provided to Client on media (for example but not in limitation, a CD ROM), upon request by M&T, return that media to M&T or make that media available for retrieval by M&T; and

(iv) destroy any record, copy or file containing such information as may be requested by M&T.

(g) If Client is a governmental or other agency subject to any Freedom of Information Law ("FOIL") or similar, M&T hereby requests that Client give the Agreement (and any pricing and other information submitted by M&T as part of any request for proposal (RFP) submission) confidential treatment pursuant to the relevant FOIL (including, if Client is subject to New York's FOIL, Section §87(2)(c) and (d) of New York FOIL). Such information is proprietary to M&T, the disclosure of which would reveal material nonpublic information and trade secrets that would cause substantial injury to the competitive position of M&T. Prior to any decision by Client to publicly release any such information, Client must contact M&T so that it may take appropriate steps to attempt to protect such information from disclosure. Client agrees to fully cooperate with M&T to attempt to protect such information. Client's obligations under this Section 21(g) are in addition to and not in lieu of any other confidentiality obligations on Client under the Agreement. The confidentiality obligations imposed on Client under this Section 21 are subject to any inconsistent or contrary obligations imposed on Client under applicable law.

SERVICE FEES AND LIABILITY

22. Service Fees

(a) Client shall pay to M&T all Service Fees associated with any Service or Account that Client enrolls in or uses under the Agreement and has elected to utilize. Cost Option #2 as set forth in "Section VII - Cost Proposal Section" of M&T's response to Client's RFP #2021-044 and memorialized in a letter agreement between the parties dated November 19, 2021, which is incorporated herein by reference.

(b) Unless the parties otherwise agree in writing to another payment procedure, Client hereby authorizes M&T to automatically debit its Account, without prior notice, in the amount of all Service Fees and other fees, expenses and amounts that Client may owe to M&T for any reason in connection with the Agreement, Services or Accounts, including overdrafts on an Account. Client shall maintain available balances in the Account at all times sufficient to pay all such amounts. If Client is eligible for earnings credits on balances in one or more Accounts, M&T will conduct a monthly analysis of Client's eligible Accounts to determine whether the collected balances in the Accounts are sufficient to compensate for all such amounts for that month. If the earnings credits on the Accounts are insufficient to offset all such amounts accrued in any given month, M&T automatically will debit the Accounts for any shortfall between the earnings credit and such amounts due for that month.

(c) All Service Fees and other such amounts are exclusive of any taxes (including any sales, value-added and use taxes), duties, or other governmental charges. Any such taxes, duties and charges (not based on M&T's net income) are promptly payable by Client. M&T reserves the right to charge interest on any Service Fees and other such amounts that are not paid within 30 days of the due date at the maximum rate permitted by applicable law. Client shall pay upon demand any costs incurred by M&T in collecting Service Fees and/or enforcing the Agreement, including attorneys' fees and disbursements. Client understands that the Service Fees may not be identified on specific treasury

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management fee schedules provided to Client before provision of the relevant Service. Periodic Service Fees may be charged for any period in which Client is enrolled in the Service during that period.

(d)

23. Limitation of Liability and Remedies

(a) M&T is responsible only for performing the Services as expressly described in the Agreement and, then, subject to the terms and conditions of the Agreement. THE SERVICES ARE PROVIDED ON AN 'AS IS', 'AS AVAILABLE' BASIS. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, M&T MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IN LAW OR IN FACT, IN CONNECTION WITH ANY OF THE SERVICES, ACCOUNTS, M&T TECHNOLOGY, M&T MATERIALS OR EQUIPMENT THAT M&T MAKES AVAILABLE TO CLIENT, INCLUDING, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR MERCHANTABILITY. NO DESCRIPTIONS OR SPECIFICATIONS CONSTITUTE REPRESENTATIONS OR WARRANTIES OF ANY KIND. In no event shall M&T be liable for failure to perform any of its obligations under the Agreement if such performance would result in any person being in breach of applicable Law.

(b) To the maximum extent permitted by applicable Law, M&T shall have no liability to Client or any third party with respect to any Loss arising out of, in connection with, or resulting from (i) the Agreement, Services and/or Accounts, except to the extent of actual Loss caused directly by M&T's gross negligence or willful misconduct in performing the Agreement, (ii) Client's failure to comply with the Agreement (or any applicable Security Procedure), (iii) Client's selection of the Services (including Security Procedures), or (iv) Client's selection, operation or maintenance of its Client's Systems, in each case, whether in contract, tort (including negligence) or otherwise. To the maximum extent permitted by applicable Law, in no event will M&T's aggregate liability for any and all Loss arising out of, in connection with, or resulting from the Agreement, Services and/or Accounts exceed the lesser of (i) the total amount of fees paid by Client to M&T for the particular Service(s) that gave rise to the Loss claim for the six month period immediately preceding such claim or (ii) the amount of actual direct damages documented by Client to the reasonable satisfaction of M&T. The foregoing shall constitute the Customer's sole and exclusive remedy for damages or relief in connection with the Agreement, the Services and/or Accounts, whether in contract, tort (including negligence) or otherwise. To the extent M&T is held liable for an unauthorized Payment Order under UCC Article 4A (as modified by the Agreement), M&T shall be liable to the extent provided by UCC Article 4A in respect of such unauthorized Payment Order.

(c) Any action, proceeding or claim against M&T for any Loss in connection with the Agreement, Services or Accounts must be commenced or made in writing within one year after the cause of action accrued; provided that the prior sentence shall not extend any shorter period of time otherwise provided by Law, the Commercial Deposit Account Agreement or other agreement with Client. M&T shall only be liable for any Loss in connection with the Agreement, Services or Accounts if, and to the extent, a final determination is made that M&T is liable for such Loss. M&T shall have no liability to Client or any third party arising under or in connection with the Agreement, the Services and/or Accounts, except as expressly set forth in the Agreement.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING ELSE IN THE AGREEMENT OR OTHERWISE, IN NO EVENT WILL M&T BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL LOSS OF ANY KIND HOWEVER CAUSED, INCLUDING FAULT OR NEGLIGENCE, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT M&T KNEW OF OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, INCLUDING LOSS OF PROFITS, GOODWILL AND BUSINESS INTERRUPTION.

(e) Client acknowledges that, without the liability and remedy limitations set forth in the Agreement, the Services would only be available at substantially increased fees. The liability and remedy limitations set forth in the Agreement shall only apply to the maximum extent permitted by applicable Law. M&T and its Affiliates (including their respective representatives) shall have the benefit of the liability and remedy limitations set forth in the Agreement.

24. Indemnification

(a) To the maximum extent permitted by applicable Law, Client hereby releases, indemnifies, defends and holds harmless M&T and its Affiliates (and their respective representatives) from and against any and all losses and any and all causes of actions, claims, demands, suits, and/or proceedings, whether involving direct or third party claims, which directly or indirectly result from, relate to or arise out of or in connection with:

(i) Client's breach of any term, condition, warranty, representation or obligation in the Agreement;

(ii) Client's violation of any applicable Law;

(iii) Client's fraud or intentional misconduct;

(iv) Client's provision of any incorrect or incomplete instruction, data or information to M&T;

(v) any use of the Services or Accounts that is not in compliance with the Agreement;

(vi) Client's infringement or alleged infringement of any third party's patent, trademark, copyright, trade secret or other intellectual property right;

(vii) any act or omission that M&T takes in accordance with instructions actually authorized by or on behalf of Client or that M&T reasonably believes to have been authorized by or on behalf of Client, whether or not transmitted using a Security Procedure;

(viii) M&T honoring, or refusing to honor, any signature, instruction, or action of any of Client's Authorized Representatives; and

(ix) any act or omission of Client or any of its Authorized Representatives (including, in each case, in respect of any of the matters described in this Section 24(a)).

(b) If Client fails to fulfill its release, indemnity, defense or hold harmless obligations under the Agreement, such obligations shall include any reasonable legal fees and expenses incurred by M&T in enforcing such obligations. In any case where M&T seeks defense, indemnification or to be held harmless from a third party Loss (a "Third Party Claim"), the following procedures will apply:

(i) M&T shall give written Notice to Client of the Third Party Claim (a "Notice of Claim"). The failure of M&T to so notify Client shall not relieve Client of its obligations hereunder, except to the extent such failure actually materially adversely prejudiced Client's interests.

(ii) M&T shall be entitled to control such Third Party Claim and appoint lead counsel for such defense, using counsel of its own choosing. Client shall pay the fees and expenses of such counsel. If M&T is defending against the Third Party Claim, Client may, but will not be obligated to, participate in the defense of the Third Party Claim, at its own expense and using counsel of its own choosing, but M&T will be entitled to control the defense. Client will reasonably cooperate and provide such reasonable assistance as M&T reasonably requests in connection with M&T's defense. M&T will inform Client on a regular basis of the status of any such Third Party Claim and M&T's defense of it.

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(iii) If M&T elects not to control such Third Party Claim under Section 24(b)(ii) above, Client, using counsel of its own choosing and at its own expense, will defend, contest and otherwise protect M&T against any such Third Party Claim. Client must furnish M&T with evidence that it has adequate resources to defend the Third Party Claim and fulfill its indemnity obligations hereunder. If Client is defending against the Third Party Claim, M&T may, but will not be obligated to, participate in the defense of the Third Party Claim, at its own expense and using counsel of its own choosing, but Client will be entitled to control the defense unless M&T has relieved Client in writing from liability with respect to the particular matter. M&T will reasonably cooperate and provide such reasonable assistance as Client reasonably requests in connection with Client's defense and will be entitled to recover from Client the reasonable costs of providing such assistance. Client will inform M&T on a regular basis of the status of any such Third Party Claim and Client's defense of it.

(iv) In any Third Party Claim in which Client controls the defense, Client will not, without M&T's prior written consent, compromise or settle such Third Party Claim if (A) such compromise or settlement would impose an injunction or other equitable relief upon M&T or its representatives or (B) such compromise or settlement does not (in writing) include an express and unconditional release of M&T and its representatives from all liability and obligations relating to the Third Party Claim.

(v) If Client fails to timely defend, contest, or otherwise protect against any Third Party Claim under Section 24(b)(iii) above, M&T may, but will not be obligated to, defend, contest or otherwise protect against the Third Party Claim, and make any compromise or settlement and recover from Client the entire costs M&T expended, including reasonable attorneys' fees and disbursements of counsel and all amounts paid as a result of the Third Party Claim and the compromise, settlement, or other resolution of it.

(c) The obligation of Client to defend, indemnify and hold harmless M&T and its Affiliates (and their respective representatives) under the Agreement may be enforced exclusively by M&T or its Affiliate and nothing in the Agreement will be construed to grant such representatives any individual rights, remedies, obligations or liabilities with respect to Client.

(d) If any provision in the Agreement requires Client to defend M&T in respect of any loss or cause of action, claim, demand, suit, or proceeding arising out of or in connection with a Third Party Claim, such defense shall be subject to the provisions in this Section 24. Nothing in this Section 24 shall limit or prejudice any other rights or remedies available to M&T under applicable Law.

TERM AND TERMINATION

25. Term

The Agreement shall commence on November 15, 2021 and, subject to the terms and conditions of this Agreement, end on December 31, 2024. Provided the Agreement has not already been terminated (or a notice of termination has not already been provided) by either party in accordance with the terms and conditions of this Agreement, Client shall have the option to extend this Agreement for two (2) one (1) year periods.

26. Termination

(a) Effective on and from January 1, 2022, Client may only terminate the Agreement, or any particular Service, for any reason, upon providing at least thirty days' prior written Notice to M&T.

(b) M&T may terminate the Agreement, or any particular Service, upon providing at least thirty days' prior written Notice to Client. Nonetheless, M&T may terminate the Agreement, or any Service,

Immediately in the event that, in M&T's sole business judgment, termination is appropriate. Appropriate reasons include:

(i) pursuant to the requirements of any applicable Law, court order or regulator;

(ii) Client's breach of any term, condition, warranty, representation or obligation in the Agreement or any other agreement with M&T;

(iii) M&T's reasonable belief that fraudulent, illegal, dishonest or unauthorized activity has occurred or is reasonably likely to occur with respect to any Service or Account;

(iv) Client's failure to maintain sufficient available funds in any Account maintained for a Service or if Client closes any Account established for a Service without establishing a new Account;

(v) Client makes an assignment for the benefit of any creditor; enters into a compromise agreement with its creditor or files a voluntary petition in bankruptcy; an involuntary bankruptcy petition is filed against Client; Client is, or admits, its inability to pay its obligations as they become due; or M&T determines, in its reasonable discretion, that Client's financial status is impaired; or

(vi) M&T's reasonable belief that its provision of any Service to Client creates a risk of financial or reputational loss for M&T or may result in an unacceptable credit exposure to M&T.

(c) M&T may terminate any Service on an Account if Client closes the Account established with that Service (without Notice to Client).

(d) Termination of the Agreement will terminate all Services provided under the Agreement. M&T may deem the Agreement terminated at such time as Client is not receiving any Services for any Account. Termination of the Agreement or any Service is in addition to any other rights and remedies of M&T under applicable Law or the Agreement, and does not release Client from any of its obligations that arose or became effective prior to such termination. The termination Notice time frames in this Section 26 may be varied by the terms of a particular Product Terms and Conditions.

27. Post Termination

(a) If the Agreement or any particular Service is terminated for any reason, Client will (i) immediately stop using the terminated Services and return to M&T all of M&T's property, including M&T Technology, M&T Materials and M&T's Confidential Information relating to the terminated Services in accordance with Section 21(e) (unless M&T expressly authorizes Client in writing that it may destroy any such Items) and (ii) promptly erase or delete any software that M&T provided to Client relating to the terminated Services. Termination of any Service does not affect Client's payment obligations for such Service that M&T provided to Client prior to such termination. Upon termination, all amounts owed by Client with respect to the terminated Services will become immediately due and payable.

(b) Any Payment Orders and transactions initiated prior to the effective date of termination of the relevant Service will not be affected and will continue to be subject to the Agreement. For the avoidance of doubt, the provision of any Service to Client after termination of the Agreement shall not be construed as a renewal or extension, or as a waiver of termination, of the Agreement. In the absence of a separate written agreement between the parties relating to the provision of such Service, the terms and conditions of the Agreement shall apply to the provision of such Service after termination of the Agreement.

(c) The following provisions of this Master Agreement shall survive termination of the Agreement or any Service: Sections 21 to 24 (inclusive) and 26 to 44 (inclusive) along with any other provision of the Agreement necessary to give effect to those provisions (including definitions). Any other provision of the Agreement that (i) the parties

NEGOTIATED AGREEMENT

have expressly agreed in writing will survive any termination, (ii) remains to be performed or by its nature is intended to be applicable after termination, or (iii) is a confidentiality obligation, a limit on M&T's liability or M&T release, indemnity or hold harmless right, shall survive any termination.

GENERAL PROVISIONS

28. Entire Agreement

(a) The Agreement and the documents referenced in Section 28(c) constitute the entire agreement between the parties relating to the Services identified in any Client Election Form signed contemporaneously with or following Client's execution of this Master Agreement and supersedes any prior or contemporaneous written or oral agreement, understanding, arrangement, communication or representation between the parties with respect to the subject matter of the Agreement in regard to such Services, including any marketing or other similar materials. Any additional or conflicting term or condition in any document submitted by Client, any Client request for proposal (including any most favored customer, pricing or nation provision therein), any sales or marketing material or any course of dealing or usage of the trade, is deemed objected to by the parties and will not form part of the Agreement. No course of dealing or conduct between the parties will constitute a change to the Agreement, or constitute an agreement between the parties, regardless of whatever practices and procedures the parties may use.

(b) Client acknowledges and agrees that, if it is an existing client (i.e., a client for which any Service has already been implemented as of the date of this Master Agreement), the Agreement (including Product Terms and Conditions and Security Procedures) shall apply to all of Client's existing and new Accounts and Services in accordance with the 'Existing Customer Acknowledgement' section of the Client Election Form.

(c) The following documents also are incorporated into and form a part of the Agreement: (i) the ACH Rules and (ii) any terms and conditions applicable to Client's use of the Websites (such as the Website Terms of Use and Internet Policy, which can be found on M&T's Websites).

29. Dispute Resolution

Any dispute or controversy arising out of or relating to the Agreement will be subject to the dispute resolution procedures in the Commercial Deposit Account Agreement.

30. Governing Law and Jurisdiction

The Agreement will be governed by and interpreted according to (i) U.S. federal law and (ii) subject to any rules of preemption, the laws of the State or other jurisdiction in the U.S. that has been determined in the Commercial Deposit Account Agreement to apply to the Account associated with the Service (or, in the case of multiple Accounts, to the principal Account), without regard to the jurisdiction's principles of conflicts of law. Any action, proceeding or claim asserted under the Agreement will be brought and maintained only in the largest metropolitan city that has a legal tribunal of competent jurisdiction in the county where the M&T branch is located to which Client's principal Account is assigned. In any action, proceeding or other claim relating to the Agreement, Services or Accounts, a copy of any part of the Agreement and other records kept in the normal course of M&T's business may be entered into evidence as an original, subject to the applicable rules of evidence.

31. Waiver of Jury Trial and Sovereign Immunity

(a) THE PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE ARISING OUT OF OR IN ANY WAY RELATED TO THE AGREEMENT, ANY DOCUMENT EXECUTED BY THE PARTIES IN CONNECTION WITH THE

AGREEMENT, OR ANY TRANSACTION CONDUCTED HEREUNDER. THIS IS A KNOWING AND VOLUNTARY WAIVER.

(b) CLIENT REPRESENTS AND WARRANTS THAT IT HAS EXPRESSLY INFORMED M&T IN WRITING, PRIOR TO ENTRY INTO THE AGREEMENT, IF IT IS AN ENTITY THAT HAS OR MAY HAVE ANY RIGHT OF SOVEREIGN IMMUNITY OR SIMILAR RIGHT. WITH RESPECT TO ANY DISPUTE OR CONTROVERSY RELATING TO THE AGREEMENT, SERVICES AND/OR ACCOUNTS, CLIENT HEREBY WAIVES ANY RIGHT OF SOVEREIGN IMMUNITY OR SIMILAR RIGHTS AS TO IT OR ITS PROPERTY WITH RESPECT TO M&T'S ENFORCEMENT OF THE AGREEMENT AND ANY OTHER RIGHTS AND/OR REMEDIES M&T MIGHT HAVE AGAINST CLIENT OR ITS PROPERTY RELATING TO THE AGREEMENT, SERVICES AND/OR ACCOUNTS. IF THIS PROVISION DOES NOT EFFECTIVELY WAIVE SUCH IMMUNITY OR RIGHT, CLIENT SHALL PROMPTLY DELIVER TO M&T SUCH DOCUMENT(S) AS IS NECESSARY TO EFFECTIVELY WAIVE SUCH IMMUNITY OR RIGHT.

32. Notices; Communication

(a) All notices, demands, claims, consents, approvals, waivers and other communications required or permitted under the Agreement or in connection with the Services or Accounts (collectively, "Notices") must be in writing, unless the Agreement expressly provides otherwise. Notices to M&T must be sent to: M&T Bank, Commercial Service Team, P.O. Box 4607, Buffalo, New York 14240; provided, Client should consult the applicable current Product Terms and Conditions or User Guides for any different M&T address for Notice for a particular Service. Each party may rely upon the other party's current mailing or email address for Notices until a written notification of change is received and the receiving party has had a Reasonable Time to Act to amend its records accordingly. It is Client's responsibility to provide M&T, in writing, with any changes to its mailing or email address for Notices in a timely manner so as to afford M&T a Reasonable Time to Act to implement the changes.

(b) Unless otherwise specified in the Agreement, Notices may be given to either party by personal delivery, First Class U.S. Mail, electronically or delivery by a nationally recognized courier service. Any Notice is deemed given:

(i) If personally delivered or delivered by a courier service – on (A) the day of delivery, if delivered on a Business Day before 5:00pm local time in the place of delivery or (B) the Business Day immediately following such day, if delivered after such time;

(ii) If mailed by First Class U.S. Mail to M&T – on (A) the day that M&T actually receives the Notice, if received on a Business Day before 5:00pm local time in the place of receipt or (B) the Business Day immediately following such day, if received after such time;

(iii) If mailed by First Class U.S. Mail to Client – on (A) the day immediately following the day on which M&T mails the Notice, if such immediately following day is a Business Day or (B) otherwise, the Business Day immediately following such day;

(iv) If delivered by electronic mail to M&T – on (A) the Business Day that Client receives confirmation of receipt by return electronic mail from M&T, if the confirmation is received by 5:00pm local time in the place of delivery of the electronic mail or (B) the Business Day immediately following such day, if received after such time; or

(v) If delivered by electronic mail to Client – on (A) the Business Day that M&T sends the electronic mail message, if sent before 5:00 pm local time in the place of receipt or (B) the Business Day immediately following such day, if sent after such time.

(c) M&T is entitled to a Reasonable Time to Act upon any Notice or instruction that it receives from or on behalf of Client. In the event the parties agree that Client may give a Notice or instruction orally for a specific aspect of a Service or Account or with respect to a particular matter arising under the Agreement, such oral Notice or instruction

NEGOTIATED AGREEMENT

should, thereafter, be confirmed by Client in writing subject to the provisions in this Section 32. Client understands that there is risk in M&T acting on any such oral Notice or Instruction. M&T may rely on any oral Notice or Instruction from Client and M&T's records of the oral Notice or Instruction controls.

(d) M&T may provide Notices, communications, billing statements and disclosures to Client as Electronic Records (i) via e-mail; (ii) by posting such electronic communications to the Website, with notice via email or other means that the electronic communications have been posted; (iii) by displaying the electronic communications to Client or its Authorized Representative during active online sessions on the Website or otherwise; or (iv) by any other electronic means. Communications with Client regarding operational, product-related, procedural and technical matters relating to the Services and Accounts may be provided orally. Notwithstanding that a mailing or email address might be set forth in this Master Agreement for Notices to Client, a Notice to Client will be effective if M&T sends such Notice to any mail or email address of an Authorized Representative of Client, including updates of policies, guides, procedures and software relating to the Services and Accounts. Except as otherwise expressly provided in the Agreement, M&T is not required to act upon any Notice received from Client or other person or to provide any Notice or advice to Client or other person.

33. Construction of Agreement

In no event shall the Agreement be construed more strongly against one party solely because such party acted as the primary drafter hereof. The Agreement shall, for all purposes, be presumed to have been jointly prepared and drafted. With respect to any proceeding arising in connection with the Agreement, to the extent any provision contained in M&T's standard form for the Agreement (or any part thereof) has been omitted or modified as a result of the negotiation of the Agreement between M&T and Client, such omission or modification shall not be (a) construed to imply the negative of such omitted or modified provision, (b) permitted to be used as parole evidence, (c) used to demonstrate ambiguity in any other provision made herein, or (d) admissible as evidence. In addition, both parties hereby waive the presumption that any ambiguity in the Agreement shall be construed against the drafter.

34. Severability

If any provision of the Agreement or the application thereof in any particular circumstance, is held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect any other provision hereof and the remaining provisions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Agreement shall in such circumstances be deemed modified to the extent necessary to render enforceable the remaining provisions hereof to the maximum extent permitted by applicable Law.

35. Waivers

Unless otherwise expressly provided herein, the rights and remedies provided under the Agreement shall be cumulative and not exclusive of any rights or remedies provided by applicable Law. No failure or delay by M&T in exercising any right, power or privilege under the Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Any provision of the Agreement may be waived by M&T if, but only if, such waiver is in writing and is signed by M&T.

36. Amendments

The Agreement may not be amended orally or by course of conduct by either party. M&T may propose changes to the fees, charges and other provisions contained in the Agreement as M&T deems necessary in the course of its business, at any time. Any such change will be effective immediately if such change will not have a material adverse effect on Client's use of the Services (as determined by M&T in its reasonable

discretion) and, otherwise, will be effective on the date indicated in a Notice to Client. Such Notice may be provided or made available to Client in hardcopy or via electronic means or channels, including by publishing such changes on the Website. If Client does not agree with any such change, Client must immediately discontinue its enrollment in and use of the affected Service before the change becomes effective or, if such change became effective immediately, promptly after such change becomes effective. If Client continues to be enrolled in, to use or to pay for the affected Service after such change becomes effective, Client will be bound by such change and will be deemed to have agreed to and accepted such change. Notwithstanding anything else in this Section, (i) M&T may make any such change without prior Notice to Client if such change is required by applicable Law or if an immediate change is required for security reasons as determined by M&T in its sole discretion and (ii) M&T may change or update the User Guides and Product Terms and Conditions on an annual basis or at any other time as M&T deems necessary in the course of its business. The Agreement may not otherwise be changed or amended.

37. Representations and Warranties

Client represents and warrants to M&T as of the date of this Master Agreement and each time it enrolls in, uses or pays for a Service that (i) Client is duly organized or formed, validly existing and in good standing in the jurisdiction in which it is organized or formed, (ii) Client has the power and capacity to enter into the Agreement and to perform each transaction and obligation relating to the Agreement and Services, (iii) Client has been duly authorized to execute, deliver and perform the Agreement, (iv) the individual/s signing this Master Agreement (or any part hereof) are duly authorized to execute the Agreement and to perform and engage in each transaction directed by such person, and (v) Client's execution, delivery and performance of the Agreement does not and will not violate any applicable Laws, Client's organizational or governing documents or any contract with a third party. Client shall provide evidence of such authorization upon request by M&T. Client shall promptly notify M&T if any of its representations or warranties in the Agreement cease to be true and correct.

38. Binding Effect

The Agreement is entered solely by and between, and may be enforced only by, Client and M&T (and their respective permitted successors and assigns) and, except to the extent expressly provided for herein, is not intended to confer on any other person any right, remedy, obligation or liability under or by reason of the Agreement.

39. Conflicts

In the event of a conflict between any provisions in the documents that form part of the Agreement, the order of precedence shall be as follows:

- (a) the applicable Product Terms and Conditions (unless any provision of a particular Product Terms and Conditions explicitly states that the provisions of the Master Agreement, User Guide or other document controls in the event of a conflict with such provisions of the Product Terms and Conditions);
- (b) this Master Agreement;
- (c) the User Guide (unless any provision of a particular User Guide explicitly states that the provisions of the User Guide controls in the event of a conflict with any other provision of the Master Agreement or Product Terms and Conditions);
- (d) the other documents forming part of the Agreement listed in subsections (ii) and (v) to (viii) on Page 1 above (unless any provision of such document explicitly states that the provision of such document controls in the event of a conflict with any other provision of the Agreement);
- (e) the RFP (except to the extent exception has been taken thereto by M&T in its Proposal); and

NEGOTIATED AGREEMENT

(f) the Proposal.

40. Assignment

Neither the Agreement nor any rights, interests, or obligations under it may be assigned by either party without the prior written consent of the other party; provided the prior consent of Client will not be required in connection with an assignment by M&T (i) to an Affiliate, (ii) effected by merger, consolidation, or otherwise by operation of law, (iii) that is part of a sale or transfer of all or substantially all of M&T's business or assets relating to the Services, or (iv) to any other third party (provided M&T notifies Client of the assignment to such other third party prior to or as soon as reasonably practicable thereafter). Subject to this Section 40, the Agreement will be binding on, inure to the benefit of, and be enforceable by the parties and their respective successors and permitted assigns. Any purported assignment in violation of this Section 40 will be void.

41. Force Majeure

Neither party will be liable for any delay or failure in performance of any part of the Agreement and neither party shall be deemed to be in breach of any of its obligations hereunder, if such failure, delay or breach is due to any cause beyond its reasonable control, including any act, omission or inaccuracy of a third party not under such party's control, any act of God, act of civil or military authority, government regulation, court order, embargo, epidemic, war, terrorist act, riot, insurrection, fire, flood, hurricane, explosion, earthquake, nuclear accident, power blackouts, major environmental disturbance, unusually severe weather condition, strike of employees, currency restriction, unavailability of, or failure to act or delay in acting of, any payment system, Correspondent, U. S. Postal Service, express or armored courier or any other party necessary to a Service. This Section shall not relieve Client of its obligation to pay M&T for Services actually provided to Client.

42. Export Control

The Website and other Services may contain software and other technology that are subject to United States export controls. No software or other technology from the Website and other Services may be downloaded, accessed or otherwise exported or re-exported (i) into, or to a national or resident of, a country to which the U.S. has embargoed goods (currently including: Cuba, Iraq, Libya, Sudan, North Korea or Iran), or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By accessing the Website and Services, Client represents and warrants that it is not located in, or under the control of, or a national or resident of any such country or on any such list.

43. Further Assurances

Client shall execute, deliver and perform all other agreements required by any vendors or other parties necessary for the provision of the Services and Accounts (including any sublicense agreements or postal authorizations) or as reasonably requested by M&T for the provision of the Services and Accounts. Client is responsible for paying its own legal and other expenses associated with the execution of the Agreement.

44. Relationship

The relationship of the parties under the Agreement is that of independent contractors. Nothing in the Agreement shall be deemed to create a partnership, joint venture or similar relationship between the parties, and neither M&T nor Client shall be deemed to be the agent of the other party. M&T is not in a fiduciary or similar relationship with Client or its Servicer and has no fiduciary duties or obligations to Client or its Servicer in respect of any of the Services.

45. Counterparts

The Agreement may be signed in any number of counterparts (including facsimile copies), each of which shall be deemed an original, with the

same effect as if the signatures thereto and hereto were upon the same instrument. M&T may, at any time, prepare an Electronic Record that contains an image or other copy of the original Agreement signed by Client. Such Electronic Records will be deemed to constitute, for all purposes, the original Agreement signed by Client, whether or not M&T retains the original Agreement. M&T may also maintain Electronic Records that have been provided or delivered to Client or its Authorized Representative or provided or delivered to M&T by Client or its Authorized Representative, and signed by Client, Client's Authorized Representative, and/or M&T using Electronic Signatures. All true and correct copies of such Electronic Records shall be deemed "originals" for all purposes under applicable law. Electronic Records may be maintained in any accessible form, including a computer file in Adobe Portable Document Format or other industry-standard format.



SUSAN A. RIZZO
COUNTY COMPTROLLER

COUNTY OF ALBANY
OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030
ALBANY, NEW YORK 12207-2021
(518) 447-7130
susan.rizzo@albanycountyny.gov

EDWARD L. DOTT
EXECUTIVE DEPUTY COMPTROLLER

FRANK COMMISSO
EXECUTIVE DEPUTY COMPTROLLER

MICHAEL F. MCNEFF
CHIEF ACCOUNTANT

October 7, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

RE: RLA – Bond Counsel Services

Dear Chairwoman Cunningham,

The Department of Audit and Control requests approval to exercise the second of two one-year options with Hodgson Russ, LLP, for bond counsel services for the period of December 1, 2024 through November 30, 2025. The RLA, Resolution No. 427 of 2020 and our current contract with Hodgson Russ, LLP, are attached for your review and convenience.

Should you require any additional information, please let me know.

Sincerely,

Susan A. Rizzo
Albany County Comptroller
112 State Street, Room 1030
Albany, New York 12207
(518) 447-7130

CC: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Exercising a Second Option Year with Hodgson Russ, LLP, for Bond Counsel Services during the period of December 1, 2024 through November 30, 2025

Date: October 7, 2024
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: Albany County Comptroller
Phone: (518) 447-7130
Department Rep.
Attending Meeting: Susan A. Rizzo

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) _____
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: N/A
Source of Funds: N/A
Title Change: N/A

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) _____

Contract Terms/Conditions:

Party (Name/address):

Hodson Russ, LLP
677 Broadway, Suite 301
Albany, New York 12207

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

N/A

Scope of Services:

Bond Counsel Services for the 2025 Calendar Year

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☐ No ☒

If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:

A.91315.44046

Appropriation Amount: The 2025 Executive Budget provides for adequate funding, consistent with the submitted cost proposal, whereby expense is largely tied to whether the county issues debt.

Source of Funding – (Percentages)

Federal:
State:
County: 100%
Local:

Term

Term: (Start and end date) 12/1/2024 – 11/30/2025
Length of Contract: 1 Year Option

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution No. 427 of 2020
Date of Adoption: 11/9/2020

Justification: (state briefly why legislative action is requested)

Albany County requires bond counsel services to prepare, review and deliver all required standard documents and material terms for the issuance of bonds in a timely manner.

RESOLUTION NO. 427

**AUTHORIZING AN AGREEMENT WITH HODGSON RUSS, LLP
REGARDING BOND COUNSEL SERVICES**

Introduced: 11/9/20

By: Audit and Finance Committee:

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller issued a Request for Proposals (RFP) regarding bond counsel services for Albany County, and

WHEREAS, The Comptroller's Office has reviewed the responses of four institutions that were received and considered criteria such as the firm's qualifications and experience, plan implementation and cost proposals, and

WHEREAS, The Comptroller has recommended that a contract for bond counsel services be awarded to Hodgson Russ, LLP based on a comparison of the criteria set forth above, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Hodgson Russ, LLP, Albany, NY 12207 for bond counsel services according to fee arrangements specified in the firm's RFP response, for a term commencing December 1, 2020 and ending November 30, 2023, with an option to renew the agreement for two additional one-year terms, and, be it further

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

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

Adopted by unanimous vote – 11/9/20

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
HODGSON RUSS, LLP
Resolution No. 427, adopted November 9, 2020**

THIS AGREEMENT by and between Albany County, Albany County Office Building, 112 State Street, Albany, New York, 12207 (hereinafter called the "COUNTY") and Hodgson Russ, LLP, with offices located at 677 Broadway, Suite 301, Albany, New York 12207, (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY, on behalf of the Office of Audit and Control, Albany County Comptroller, has issued a Request for Proposals (RFP-2020-108R) for the services of bond counsel to perform legal services as requested by the County, and

WHEREAS, the CONSULTANT has heretofore submitted a proposal to perform said professional legal services, which was accepted by the COUNTY; and

WHEREAS, the COUNTY has accepted the proposal of the CONSULTANT to provide the aforesaid services; and,

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES TO BE PERFORMED

The COUNTY agrees to and hereby does continue to retain and employ the CONSULTANT to act as bond counsel to perform legal advisory services as requested by the Albany County Comptroller, including, but not limited to, the County's issuance of general obligation debt, including serial bonds, refunding bonds, bond anticipation notes (BANs), revenue anticipation notes (RANs), tax anticipation notes (TANs), disclosure in connection with the issuance of County obligations and related tax issues for capital projections that will require long term financing. As bond counsel the CONSULTANT will

be required to give general advice to the COUNTY regarding the issuance of debt by the COUNTY, and provide the following services:

Analyze legal authority for each bond issue to ensure constitutional, statutory, and regulatory compliance and advise the COUNTY as to the selection of the parameters and structure of each bond issue.

Advise the COUNTY as to the appropriate steps to validly authorize and issue bonds and work with the COUNTY to obtain any required regulatory approvals and to hold any required hearings.

Prepare, review and deliver all required standard documents and material terms for the issuance of bonds in a timely manner which reserves for the COUNTY the opportunity to review and comment upon these documents. The required documents and their material terms include, but are not limited to, the following:

- Bond resolution;
- Official statements;
- Loan agreements and escrow deposit agreements;
- Documentation relating to tax-exempt status of the bonds;
- Arbitrage certificates;
- Closing documentation;
- Provisions regarding the pledge of, among other things, assets, revenues, or property as security for repayment of bonds;
- General terms of the bonds such as medium of payment, date, authentication and transfer;
- Redemption provisions;
- Ability to issue additional bonds;
- Establishment of additional funds, including the debt service fund, and the application thereof;
- General covenants of the issuer;
- Provisions for supplemental or amendatory resolutions;
- Remedies upon default;
- Defeasance and discharge of the lien created by the bond resolution; and
- Letters of credit, remarketing agreements and reimbursement agreements for the implementation of the liquidity facility.

The CONSULTANT will be required to review and advise the COUNTY with regard to the terms of purchase contracts between the County and underwriter(s).

The CONSULTANT will be expected to render legal advice and any legal opinions necessary with regard to the legal issues related to the issuance and sale of

bonds, and, when requested, related to arbitrage, rebate and other tax matters, disclosure requirements, securities transactions, or other matters deemed necessary by the COUNTY.

The CONSULTANT will be required to attend meetings as requested by the COUNTY and cooperate fully with the County's staff, its financial adviser, and its underwriter in the preparation of any documents and the performance of any other work related to the issuance of bonds on behalf of the COUNTY.

The CONSULTANT will be required to render any other legal advice and opinions, and perform such other services as may be requested by the COUNTY pertaining to public finance, arbitrage and compliance with disclosure and other securities law requirements.

Assignments under this Agreement are as needed by the COUNTY, and, the COUNTY does not guarantee the assignment of any work to the CONSULTANT.

The Consultant will be expected to report all assignments, and any updates to the assignments, to the Albany County Comptroller.

The parties hereto agree that the terms of the Request for Proposals, RFP-2020-108R Bond Counsel and CONSULTANT'S Proposal are incorporated herein, although not specifically attached hereto. In the event of any discrepancy, disagreement or ambiguity among the Agreement and the above incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) The Agreement; 2) The RFP; 3) The CONSULTANT'S proposal.

ARTICLE II. FEES

In consideration of the terms of this AGREEMENT, the County hereby elects compensation to be based upon a Fixed Fee Basis as set forth in CONSULTANT'S Cost Proposal, a copy of which is annexed and specifically incorporated herein as Exhibit "A". The County agrees that any additional services not defined as a fixed fee service in Exhibit "A" will be paid at CONSULTANT'S hourly rate as set forth in the proposal. All fees shall be based upon those described in the Fixed Fee Basis Compensation section of Exhibit "A".

Payment for services rendered shall be made upon CONSULTANT'S submission of an Albany County Claim Form determining services rendered, including dates and times. All disbursements shall be specifically outlined. Upon acceptance of CONSULTANT'S Claim Form, payment shall be rendered.

ARTICLE III. AVAILABLE DATA

All data relative to the work in the possession of the COUNTY or in the possession of the CONSULTANT shall be made available to the other party to this AGREEMENT without expense to the other party.

ARTICLE IV. COOPERATION

The CONSULTANT shall cooperate with representatives, agents and employees of the COUNTY and the COUNTY shall cooperate with the CONSULTANT to the end that work may proceed expeditiously and economically.

ARTICLE V. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the COUNTY of the fact. The COUNTY shall be the sole judge as to whether or not such work is in fact beyond the scope of this AGREEMENT and whether or not it constitutes Extra Work. In the event that the COUNTY determines that such work does constitute Extra Work, it shall provide extra compensation to the CONSULTANT on a negotiated basis.

ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the COUNTY upon request. Such records shall be accessible to the COUNTY for a period of two (2) years following the date of final payment by the COUNTY to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the COUNTY.

ARTICLE VIII. RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the COUNTY for any purpose, and the employees of the CONSULTANT shall not in any manner be or be held out to be, an agent or employee of the COUNTY.

ARTICLE IX. INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY, of the services covered by this AGREEMENT, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the COUNTY a Certificate(s) showing that the requirements of this Article are met and the Certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the COUNTY, and naming the COUNTY OF ALBANY as an additional insured. Any losses pertinent to this AGREEMENT will be covered by the CONSULTANT'S malpractice insurance policy.

ARTICLE X. TERM AND TERMINATION OF CONTRACT

Assignment of new services under this AGREEMENT shall commence December 1, 2020 and shall continue in effect until November 30, 2023.

The COUNTY shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the COUNTY, and, in the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work heretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article II - Fees of this AGREEMENT.

ARTICLE XI. DELIVERY OF RECORDS

In the event of the termination of this AGREEMENT, as provided in Article XI, hereof, all data and records pertaining to the AGREEMENT shall be delivered within twenty (20) days to the COUNTY or its duly authorized representative. In case of failure of the CONSULTANT to make such delivery on demand, then and in that event, the CONSULTANT shall be liable to the COUNTY for any damages it may sustain by reason thereof.

ARTICLE XII. REPORTING DUTIES

While providing specific services under this AGREEMENT, the CONSULTANT shall report regularly to the COUNTY, its agents and officials, as directed.

ARTICLE XIII. DISSOLUTION

In the event of dissolution of the CONSULTANT as a corporation or partnership during the existence of this AGREEMENT, the CONSULTANT shall give thirty (30) days notice in writing to the COUNTY in advance of such dissolution.

ARTICLE XIV. LICENSES

The CONSULTANT shall at all times obtain and maintain all licenses required by the New York State to perform the legal services required under this AGREEMENT.

ARTICLE XV. NON-DISCRIMINATION REQUIREMENT

The CONSULTANT shall not discriminate against any resident or employee of the COUNTY on the basis of race, color, creed, national origin, gender, handicap or source of payment.

ARTICLE XVI. NON-APPROPRIATIONS CLAUSE

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

ARTICLE XVII. APPLICABLE LAW

This AGREEMENT shall be construed for all purposes under the laws of the State of New York.

ARTICLE XVIII. MACBRIDE PRINCIPLES

The CONSULTANT hereby represents that said CONSULTANT is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that said CONSULTANT either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the COUNTY reserves all rights to take remedial measures as authorized under Section 4 of Local Law No. 3 for 1993, including, but not limited to,

imposing sanctions, seeking compliance, recovering damages, declaring the CONSULTANT in default and/or seeking debarment or suspension of the CONSULTANT.

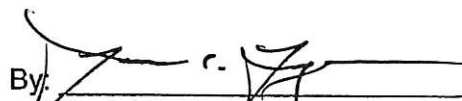
ARTICLE XIX. INVALID PROVISIONS

It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either COUNTY or CONSULTANT in their respective rights and obligations contained in the valid covenants, conditions or provisions in this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on the date and year opposite their respective names.

COUNTY OF ALBANY

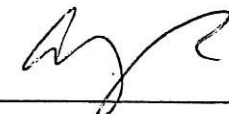
Dated: 4/13/2021

By: 
Daniel P. McCoy
Albany County Executive

Daniel C. Lynch
Deputy County Executive

HODGSON RUSS LLP

Dated: 4/1/21

By: 
A. Joseph Scott, III

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

On the ____ day of _____, 2021, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 13th day of April, 2021, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
JULIAN R. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 1st day of April, 2021, before me, the undersigned, personally appeared A. Joseph Scott, III personally know to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

JULIA ANN VEGA
NOTARY PUBLIC STATE OF NEW YORK
REG#01VE6411432
QUALIFIED IN ALBANY COUNTY
COMMISSION EXPIRES NOV. 2022

SCHEDULE "A"

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

Worker's Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

Professional Liability Insurance: CONSULTANT shall be required to provide proof that the firm and its attorneys are covered by a malpractice insurance policy insuring against the professional liability risks associated with the services to be rendered under this AGREEMENT.

EXHIBIT "A"
Consultant's Cost Proposal

Over the past five (5) years, there has been increased scrutiny of tax-exempt financings by IRS and SEC officials. We continue to monitor these actions and advise the County when necessary.

If retained by the County pursuant to this RFP, we would suggest scheduling a meeting with the appropriate staff to continue the process of transitioning various bond procedures.

A simple and very cost effective suggestion regarding process that we would offer to the County is that under the Local Finance Law in order to comply with the Section 81.00 estoppel procedures, the County is obligated to undertake certain publications following the adoption of a bond resolution. The history of the County is to publish the full bond resolution in the official newspapers of the County. Under the Local Finance Law, the County needs only to publish a summary of the resolution, thereby saving publication costs. We would be happy to discuss this alternative in more detail with staff.

SECTION V. COST PROPOSAL SECTION

a. Submit a cost proposal for the services described in Section 4, Scope of Services, and on the Cost Proposal Form included herein. (Questions 6.2.1, 6.2.2, 6.2.3)

As to the matter of our fees, it is customary for the Firm to reach an agreement with our clients as to the fees applicable to various services for which we are retained prior to performing such services. The amount of our fees is dependent on, among other things, our fee structure, the amount of time and effort it would take to complete the transaction, the amount of responsibility assumed by us, and the complexities and number of parties to the transaction. For example, the use of credit enhancement, whether in the form of a letter of credit or bond insurance, will affect the complexity of the financing. We are prepared to offer the County three (3) alternative fee arrangements for bond counsel services. In addition, we are willing to discuss with the County any alternative mutually agreeable formula for the payment of services.

Hourly Billing Basis

As is traditional for law firms, we have established a system of hourly charges which are posted to each client account for internal control purposes. Different billing rates are assigned to each member of the professional staff (including paraprofessionals). These rates are adjusted from time to time in order to give effect to changes in experience and responsibility.

The current standard rates for the individuals expected to be assigned to the County are described as follows:

<u>Attorney</u>	<u>Standard Hourly Rate</u>
A. Joseph Scott, III	\$490.00
John A. Alessi	\$330.00
Marla Waiss	\$390.00
Michael T. Logan	\$290.00

<u>Paralegal</u>	<u>Standard Hourly Rate</u>
Pamella D. Weisberg	\$220.00

As described in the section of this Proposal entitled Project Team, we would expect a team approach of Mr. Scott, Mr. Alessi, Ms. Waiss and Mr. Logan to be the attorneys assigned to the County.

Ms. Weisberg would also be part of the Project Team and available to assist in providing services to the County.

We will offer the County two (2) hourly fee options. If the County was to select one of the hourly fee options, we would provide the County with detailed monthly accounting reports showing the amount of charges posted to the County's account and a description of services performed. Bills for both services and expenses would be delivered when the obligations are issued. The Project Team would be responsible to keep the County informed of the amount of charges posted to the County account.

The discounted hourly fee options we are prepared to offer to the County are as follows:

Option One. Hourly based on Blended Rate. While the above table sets forth our standard current hourly rates, we have also utilized and are willing to utilize, at the option of the County, a blended rate or rates for all attorneys. We propose a single blended rate of \$375/hr for all attorneys, including senior partners and junior partners. We fully expect the proportion of senior partners' time invested in this engagement to be substantial and this rate represents a discount of partners' normal billing rates. This proposed blended rate would increase during the term of the engagement as follows:

Year 1:	\$395.00 / hr.
Year 2:	\$415.00 / hr.
Year 3:	\$425.00 / hr.
Year 4:	\$440.00 / hr.

Option Two. Hourly based on Discounted Rate. Another variation from our standard rates listed above, which we are willing to utilize, would be negotiated discounted rates for attorneys' and paralegals' time. The Firm would be compensated on an hourly discounted basis for all attorneys' and paralegals' services. We propose a discounted rate of 10% of our standard billing rates. Our standard billing rates would be subject to normal adjustment during the term of our engagement.

Fixed Fee Basis

A primary objective of the Firm in connection with the services which we perform as bond counsel is to provide issuers with a reasonable degree of certainty as to the expected fee for an issue. We understand the importance to the County of having a reasonable degree of certainty as to the fee for its financings. Accordingly, we are also prepared to offer the County a fixed fee arrangement for the proposed bond and note issues based on the amount of bonds and notes issued.

The fixed fee arrangements described below are based on several assumptions. These assumptions include that the Firm will not be responsible for legal work involving real estate and environmental issues. The additional assumption is that, except as hereafter provided, our duties as bond counsel to the County would consist of the tasks described in Sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6 and 4.7 of the County's Request for Proposal. Our fixed fee arrangement would not include the preparation of disclosure material (e.g., an official statement) or the rendering of advice and opinions regarding extensive or unusual arbitrage, rebate or other tax issues. Our fixed fee arrangement would include the review of disclosure material (e.g., an official statement) and the rendering of advice and opinions regarding arbitrage, rebate or other tax issues that customarily or typically arise in the course of a typical municipal finance transaction. We would propose to bill for any such additional services at our normal hourly rates. We would in all cases discuss with you any extraordinary services to be performed by us prior to our performing them. The fixed fee schedule described below would remain unchanged during the term of our engagement.

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2000

The fixed fee option we are prepared to offer to the County is as follows:

- Fees for preparation of bond authorization resolutions:

No charge

- Fees for Bond Anticipation Note issue ("BANs"):

\$0 - Base Fee
\$.50 - for each issue of BANs \$1,000 principal amount up to \$3,999,999
\$.40 - per \$1,000 on each issue of BANs \$4,000,000 principal amount and above

No minimum fee

- Fees for Tax Anticipation Note ("TAN's") and Revenue Anticipation Note ("RANs") issues:

\$0 - Base Fee
\$.60 - for each issue of TANs/RANs \$1,000 principal amount up to \$3,999,999
\$.50 - per \$1,000 on each issue of TANs/RANs \$4,000,000 principal amount and above

No minimum fee

- Fees for each Serial Bond issue ("Bonds")¹:

\$0 - Base Fee	
First \$4,999,000	999
Amount from \$5,000,000 to \$5,999,000	999
Amount over \$6,000,000	
	\$1.00 per thousand
	.50 per thousand
	.40 per thousand

No minimum fee

- Fees for each Refunding Bond issue ("Refunding Bonds"):

\$15,000 Base Fee	
First \$4,999,000	999
Amount from \$5,000,000 to \$5,999,000	999
Amount over \$6,000,000	
	\$1.00 per thousand
	.50 per thousand
	.40 per thousand

No minimum fee

Additional Charge for EFC Financings

In connection with any water or sewer infrastructure project, Albany County may consider financing the project by participation in financing programs offered by the New York State

¹ Please note that this fee schedule represents no change in our current fee schedule (despite the general increase in costs throughout the legal industry), and represents a significant discount under our original fee arrangement (provided in 2002).

Environmental Facilities Corporation ("EFC"). If the County was to finance any capital project with EFC, our fees would be increased to reflect the additional work related to the EFC financing program. Our additional fees would be determined based on our normal hourly rates. We would agree to cap our additional legal fees for services as Bond Counsel to \$7,500.

Disbursements

The above fees are net of disbursements, and we would expect to bill the County for reimbursement of disbursements based on our Disbursement Policy, a copy of which is attached hereto. It is our practice to bill for reimbursement of disbursements by detailed computerized lists which are distributed to our clients as part of the bill. The actual amount of disbursements for a particular financing is difficult to predict. The typical total amount of disbursements for a private sale by a municipality of bond anticipation notes would equal approximately \$100.00 (representing disbursements for photocopying, telephone, overnight courier and postage). The typical charge for disbursements for a public sale of bonds would equal approximately \$300-\$500.



SUSAN A. RIZZO
COUNTY COMPTROLLER

COUNTY OF ALBANY
OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030
ALBANY, NEW YORK 12207-2021
(518) 447-7130
susan.rizzo@albanycountyny.gov

EDWARD L. DOTT
EXECUTIVE DEPUTY COMPTROLLER

FRANK COMMISSO
EXECUTIVE DEPUTY COMPTROLLER

MICHAEL F. MCNEFF
CHIEF ACCOUNTANT

October 7, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

RE: RLA – Financial Advisory Services

Dear Chairwoman Cunningham,

The Department of Audit and Control requests approval to enter into a three-year contract with two additional one-year options with Capital Market Advisors, LLC, for financial advisory services. The RLA and the concurrence letter issued by the Purchasing Division is attached for your review and convenience.

Should you require any additional information, please let me know.

Sincerely,

Susan A. Rizzo
Albany County Comptroller
112 State Street, Room 1030
Albany, New York 12207
(518) 447-7130

CC: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Requesting Authorization to Enter into a Three-Year Contract with Capital Market Advisors, LLC, for Financial Advisory Services

Date: October 7, 2024
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: Albany County Comptroller
Phone: (518) 447-7130
Department Rep.
Attending Meeting: Susan A. Rizzo

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) _____
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: N/A
Source of Funds: N/A
Title Change: N/A

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) _____

Contract Terms/Conditions:

Party (Name/address):

Capital Market Advisors, LLC
11 Grace Avenues, Suite 308
Great Neck, New York 11022

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

N/A

Scope of Services:

Financial Advisory Services for a Three-Year Term

Commencing January 1, 2025

Bond Res. No.:

Date of Adoption:

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:

N/A

Revenue Amount:

N/A

Appropriation Account and Line: A.91315.44046
Appropriation Amount: The 2025 Executive Budget provides for adequate funding, consistent with the submitted cost proposal, whereby expense is largely tied to whether the county issues debt.

Source of Funding – (Percentages)

Federal:
State:
County: 100%
Local:

Term

Term: (Start and end date) 1/1/2025 – 12/31/2027
Length of Contract: Three-Year Term

Impact on Pending Litigation Yes ☐ No ☒
If yes, explain:

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)

Albany County requires financial advisory services to advise the county throughout the debt-issuance process. This includes but is not limited to providing analysis regarding the County's credit rating and current market conditions, providing assistance to the county in structuring issues and offerings, and assisting the county in selection of the underwriter(s).



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: Frank Commisso Jr, Executive Deputy Comptroller
Comptroller's Office

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: October 3, 2024

RE: RFP#2024-113 Financial Advisory Services

I am in receipt of your recommendation to award the aforementioned to Capital Markets Advisors.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Capital Markets Advisors.

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



SUSAN A. RIZZO
COUNTY COMPTROLLER

COUNTY OF ALBANY
OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030
ALBANY, NEW YORK 12207-2021
(518) 447-7130

EDWARD L. DOTT
EXECUTIVE DEPUTY COMPTROLLER

MICHAEL F. MCNEFF
CHIEF ACCOUNTANT

FRANK COMMISSO, JR.
EXECUTIVE DEPUTY COMPTROLLER

October 3, 2024

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

Ms. O'Neill:

The Department of Audit and Control has reviewed the four (4) proposals submitted in response to RFP #2024-113. Our recommendation is to award a contract to Capital Market Advisors for a three-year term with two one-year options to renew, at the rates indicated in their cost proposal. Our scoring is attached for your review. Should you require any additional information please let me know; otherwise, please send a concurrence letter to me at your earliest convenience.

Thank you,

Frank Commisso Jr.
Executive Deputy Comptroller
Albany County Department of Audit & Control

RFP #2024-113: Financial Advisory Services

Proposal Rating Worksheet

Proposer: Capital Markets Advisors

Weight	McNeff		Dott		Commisso	
	Rate	Score	Rate	Score	Rate	Score
Proposers demonstrated capabilities and professional qualifications	4	0.8	5	1	5	1
Commitment to and understanding of the scope, objectives, and needs of the County	5	1	5	1	5	1
Familiarity with Albany County's previous borrowing						
Total proposed price	5	1.5	5	1.5	5	1.5
	4	1.2	4	1.2	4	1.2
TOTALS:		4.5		4.7		4.7

NOTES:

RFP #2024-113: Financial Advisory Services

Proposal Rating Worksheet

Proposer: Fiscal Advisors

	Weight	McNeff		Dott		Commisso	
		Rate	Score	Rate	Score	Rate	Score
Proposers demonstrated capabilities and professional qualifications	20%	4	0.8	4	0.8	5	1
Commitment to and understanding of the scope, objectives, and needs of the County	20%	5	1	5	1	4	0.8
Familiarity with Albany County's previous borrowing							
	30%	5	1.5	5	1.5	4	1.2
Total proposed price	30%	3	0.9	4	1.2	4	1.2
TOTALS:			4.2		4.5		4.2

NOTES:

RFP #2024-113: Financial Advisory Services

Proposal Rating Worksheet

Proposer: Munistat

	Weight	McNeff		Dott		Commisso	
		Rate	Score	Rate	Score	Rate	Score
Proposers demonstrated capabilities and professional qualifications	20%	4	0.8	5	1	4	0.8
Commitment to and understanding of the scope, objectives, and needs of the County	20%	4	0.8	4	0.8	4	0.8
Familiarity with Albany County's previous borrowing							
	30%	4	1.2	4	1.2	4	1.2
Total proposed price	30%	5	1.5	4	1.2	5	1.5
TOTALS:			4.3		4.2		4.3

NOTES: _____

RFP #2024-113: Financial Advisory Services

Proposal Rating Worksheet

Proposer: PFM Financial

Weight	McNeff		Dott		Commisso	
	Rate	Score	Rate	Score	Rate	Score
Proposers demonstrated capabilities and professional qualifications	5	1	5	1	5	1
Commitment to and understanding of the scope, objectives, and needs of the County	4	0.8	4	0.8	4	0.8
Familiarity with Albany County's previous borrowing						
Total proposed price	4	1.2	4	1.2	4	1.2
	4	1.2	4	1.2	3	0.9
TOTALS:		4.2		4.2		3.9

NOTES:

Proposal to Provide
Financial Advisory Services

(RFP NO. 2024-113)

County of Albany New York



Submitted By:

Richard Tortora, Esq.
President
Capital Markets Advisors, LLC
11 Grace Avenues, Suite 308
Great Neck, New York 11022
(516) 487-9815
rtortora@capmark.org



Independent Financial Advisors

September 20, 2024



Ms. Pamela O'Neill
Albany County Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, New York 12207

Dear Ms. O'Neill:

Capital Markets Advisors, LLC is pleased to respond to RFP 2024-113 for Financial Advisor Services for the County of Albany. CMA has had the privilege to serve as the County's Financial Advisor for the past 20 years. During this time, we have acquired institutional knowledge of the County's debt issuance practices and credit issues that are invaluable. CMA has been ranked among the top ten financial advisors in the nation by Thomson Reuters in most of the past 10 years.

CMA currently serves as financial advisor to over 350 public jurisdictions in New York including most of the State's largest counties including Albany, Erie, Monroe, Rockland, and Suffolk. With a staff of 14, CMA fully understands the scope of work to be delivered to the County by its financial advisor. CMA is proficient in advising the County and its other municipal clients with the planning and issuance of notes and bonds and has built a strong reputation in the municipal finance community by being both proactive and innovative. We introduced the concept of competitively sold refunding bonds in the State, maximizing refunding opportunities for hundreds of issuers by letting competitive market forces work to the clients' benefit. We also competitively bid out required escrow accounts to maximize the clients' savings. When its clients saw their investment yields plummet, CMA developed its highly regarded Matched Investment Program, which allows one municipal government to invest in another's tax and revenue anticipation notes thereby lowering interest costs for the note issuer while increasing yields for the purchaser. CMA's Strategic Consulting Group provides its clients with a comprehensive approach to financial fundamentals including the management of governmental operations, efficiency studies, and multi-year plans to ensure effective and efficient future operations and structurally balanced budgets.



As the President and Principal of CMA, I am authorized to legally bind the firm. Maintaining our long-standing relationship with the County of Albany is an important goal of CMA. Our deep institutional knowledge of the County's practices, credit history and finances make CMA the best choice to serve as the County's Financial Advisor. We would continue to service the County attentively and professionally and be grateful for the opportunity to do so

Sincerely yours,

A handwritten signature in black ink, reading "Richard N. Tortora". The signature is written in a cursive, flowing style.

Richard Tortora, Esq.
President and Principal

SECTION I

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SECTION II

1. Firm History and Experience

Capital Markets Advisors, LLC (“CMA”) is an independent financial advisory firm serving the financing needs of public jurisdictions from offices on Long Island and Western New York. CMA’s 14-person team assists jurisdictions with the planning and issuance of notes, bonds and lease financing to fund capital projects and cash flow needs. As part of our comprehensive service, we plan and structure debt offerings, prepare disclosure documents, assist in securing credit ratings and credit enhancement, sell new money debt and refund existing debt via competitive and negotiated sales, competitively bid out escrow accounts, provide Continuing Disclosure and generally provide thoughtful and sound advice on a wide variety of financial issues affecting our clients. CMA is ready and able to provide the County of Albany with all of the services listed in its RFP. *The tenure of our fiduciary relationship with Albany County spans several administrations, and our extensive database of the County’s debt coupled with our knowledge of County practices and staff, make CMA uniquely qualified to serve as the County’s Financial Advisor.*

CMA was founded in 2002 as a five-person firm with offices in New York City and Western New York. Over the next 22 years, we grew slowly and strategically. In 2009, we acquired Public Finance Associates and its office in the Hudson Valley. In 2015, we merged the practice of New York Municipal Advisors (“NYMAC”) into CMA adding 5 additional staff members and 75 clients. Our most recent addition came on February 1, 2019 when Rick McCarthy, founder of Environmental Capital, LLC, merged his practice and 2-dozen clients into CMA. The professional staff at CMA has experience in virtually every area in which governments plan and conduct financings. The CMA team has built a solid reputation by representing our clients with the attentive, professional service that they require to meet all of their financing needs. Collectively, our staff offers over 265 years of experience serving the needs of public jurisdictions. Our team approach to an engagement assures our clients that they will receive the benefit of not just a single advisor but a team of well-trained and seasoned public finance professionals.

A description of CMA’s role with the 15 largest counties in New York State is provided in the following table.

15 Largest Counties in New York State by Population			
	<u>Jurisdiction</u>	<u>CMA Role</u>	<u>Since</u>
1	Suffolk County	Advisor to County and Suffolk Tobacco Asset Securitization Corp.	1993*
2	Nassau County	Advisor to Nassau Interim Finance Authority	2017
3	Westchester County	No current role	n/a
4	Erie County	Advisor to Erie County Fiscal Stability Authority	2004
5	Monroe County	Advisor to County, Water Authority & Tobacco Asset Securitization Corp.	2005
6	Onondaga County	No current role	n/a
7	Orange County	No current role	n/a
8	Rockland County	Advisor to County and Rockland Tobacco Asset Securitization Corp.	1996*
9	Albany County	Advisor to County, Strategic Advisor in connection with ARPA funding	1996*
10	Dutchess County	Advisor to Dutchess County Water and Wastewater Authority	2019
11	Oneida County	Advisor to Oneida-Herkimer Solid Waste Management Authority	2019
12	Saratoga County	Advisor to Saratoga County Water Authority	2019
13	Niagara County	Advisor to County	2005
14	Broome County	No current role	n/a
15	Ulster County	Advisor to County Legislature & Ulster County Resource Recovery Auth.	2019

*Relationship began while Richard Tortora was with Evensen Dodge, Inc., Financial Advisors

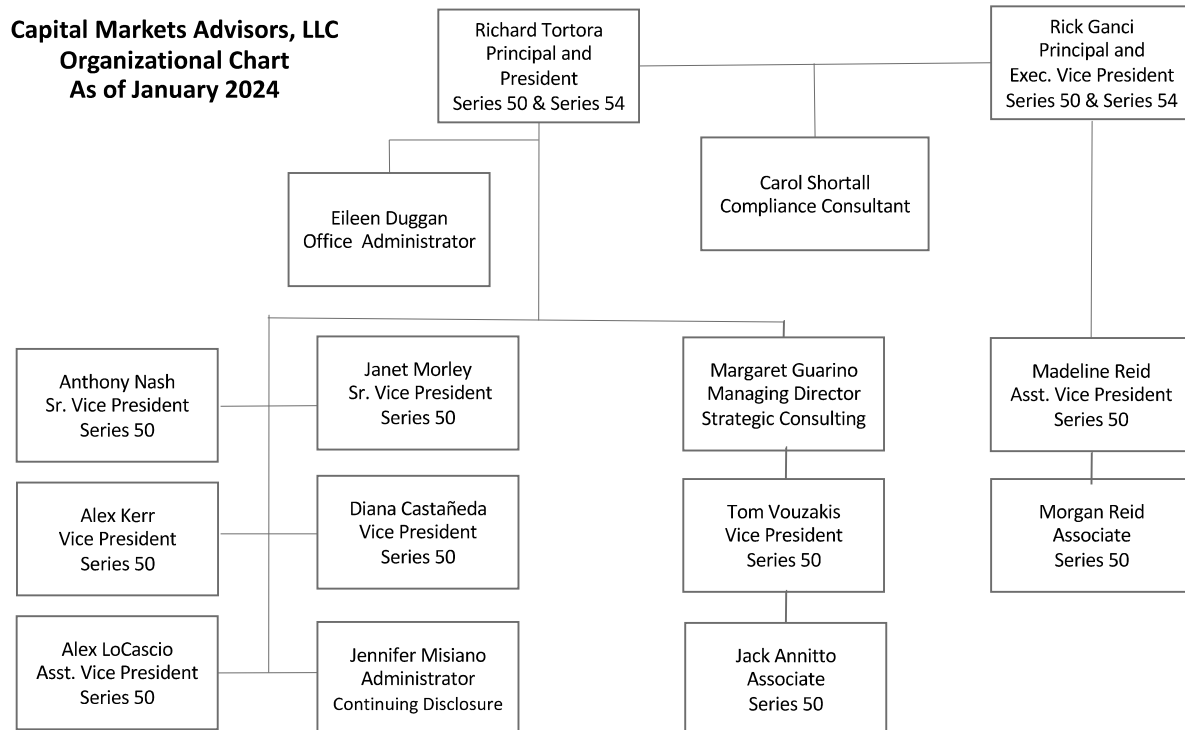
A description of CMA's role with the 5 largest cities in New York State is provided in the following table.

5 Largest Cities in New York State by Population			
	<u>Jurisdiction</u>	<u>CMA Role</u>	<u>Since</u>
1	New York City	No current role	n/a
2	Buffalo	Advisor to City, City School District and Joint Schools Construction Authority	1999*
3	Rochester	Advisor to City, City School District and Joint Schools Construction Authority	2005
4	Yonkers	Advisor to City, City School District and Joint Schools Construction Authority	2007
5	Syracuse	Advisor to Joint Schools Construction Authority	2002

*Relationship began while Richard Tortora was with Evensen Dodge, Inc. Financial Advisors

2. Organizational Chart and Resumes

With backgrounds in accounting, banking, credit, government administration and law, CMA personnel possess the diverse capabilities and experience that are essential to sound financial planning and execution. In fact, no other advisory firm in New York State offers its clients the expertise in New York local government, municipal law (a former Bond Counsel on staff) and credit (former Moody's credit analyst and a senior executive of the nation's largest municipal bond insurer on staff). CMA proposes a core team of professionals to serve the County supported by other members of the firm. Following is the firm's organizational chart.



The CMA Project Team serving the County will be led by **Richard Tortora, President**. Prior to co-founding CMA, Richard served as a bond attorney with one of the nation's leading bond counsel firms and as financial advisor to jurisdictions across New York State for 15 years including 5 years with The Bank of New York. The day-to-day lead contact for the County will be **Senior Vice President Anthony Nash** who will be the County's lead on matters involving debt structuring, disclosure and investor relations. This is a role he has enjoyed with the County for many years.



Senior Vice President Janet Morley, heads up CMA's credit group and is intimately familiar with credit issues affecting the County. **CMA Vice President Diana Castañeda** will provide credit support to the County. She is a former analyst at Moody's Investors Service. **CMA Assistant Vice President Alex LoCascio** will provide additional quantitative and analytical support to the County's CMA team and assist with disclosure documentation and participate in sales and closings. Following are resumes for the key members of the County's CMA team, all of whom reside and work in New York State.

Richard R. Tortora, Esq.

President and Principal _____

Richard manages the firm's Great Neck headquarters and is responsible for providing financial advisory services to municipalities throughout the State of New York. Over the course of his 40-year career in public finance, he has been involved in financings totaling over \$60 billion. He has worked with numerous counties in the State including Albany, Erie, Monroe, Putnam, Rockland, Suffolk, Ulster and Westchester. *As a former bond attorney with one of the nation's leading Bond Counsel firms, he has expertise in the New York State Local Finance Law, the General Municipal Law and other laws pertaining to municipalities and debt issuance.* Prior to co-founding CMA, he managed the northeast practice of Evensen Dodge, Inc., an independent financial advisory firm, for 9 years and prior to that, he managed The Bank of New York's financial advisory practice in White Plains for 5 years.

Richard is an active member, and former Board member of the NYS GFOA and routinely speaks at industry conferences on a variety of public finance topics including "*The Use of Owner Controlled Insurance Programs to Reduce Project Costs*," "*Roles and Responsibilities of Players in a Financing*," "*Identifying and Executing Refunding Bond Issues*," "*The Impact of Credit Ratings on an Issuer's Cost of Capital*" and "*Debt Management*." He has taught at the State's Fall Finance School for newly elected government officials and at the New York Bond Club's "*Bond School*" in New York City for many years. He is also a member of the National Association of Municipal Advisors ("NAMA"). He is a licensed Municipal Advisor Representative and Municipal Principal.

Richard earned a law degree from St. John's University School of Law and a B.A. degree from Fordham University in Political Science/Public Administration.



Anthony Nash

Senior Vice President _____

Anthony heads up the firm's quantitative group. He performs financial modeling including refunding analysis, escrow structuring, bond amortization schedules, tax impact analysis and cash flow analysis for many of the firm's larger clients. Over the course of his twenty-year career in public finance in New York State, he has worked with clients, on a variety of projects including the planning and issuance of advance refunding bonds and large cash flow financings, escrow restructurings, defeasance analysis and debt issuance through both the NYS Environmental Facilities Corporation and DASNY.

Anthony's client assignments include the counties of Albany, Rockland, Suffolk and Westchester and numerous local jurisdictions. Anthony completed his undergraduate work at University of Binghamton where he received a B.S. in Financial Economics. He is a member of the New York State Government Finance Officers Association ("GFOA") and ASBO. He is a licensed Municipal Advisor Representative.

Janet Morley

Senior Vice President _____

Janet acts as one of CMA's two experts in providing credit rating services to our clients. She also heads up the firm's lease financing group while serving as the lead advisor to numerous jurisdictions throughout the Hudson Valley. Her duties at CMA include preparing structuring financings, preparing credit rating presentations, analyzing data, conducting comparative analysis of comparable credits and preparing clients for their rating presentations.

Janet has over 20 years of public finance experience in the banking and bond insurance industry. She began her career in public finance as a banker at Fuji Bank and from there moved to municipal bond insurer MBIA. At MBIA, Janet held management and senior positions related to credit analysis, deal structuring and remediation of troubled credits. Following MBIA, Janet was engaged by Berkshire Hathaway to provide credit and industry expertise on a consulting basis. Her career has focused on credit analysis across a broad spectrum of credit types including, but not limited to, general obligation, school districts, healthcare and special revenue. She has extensive experience in the remediation of troubled credits and bond deals as well as the

negotiation of covenants and terms related to bank and bond documents. In addition, her prior role on a Budget and Finance Advisory Task Force for a local municipality provides unique insight to the challenges being faced by local governments today.

Janet holds a B.S. degree in Economics from Lehigh University, from which she graduated magna cum laude. She is a member of MAGNY, NFMA and the Northeast Chapter of Women in Public Finance. Janet has been licensed by the Municipal Securities Rulemaking Board (“MSRB”) and SEC as a Registered Municipal Advisor.

Diana Castañeda, M.A.

Vice President _____

Diana is one of CMA’s two, in-house credit experts. She joined CMA in 2019 with 20 years of experience in public finance in New York State. She started her career at Moody’s Investors Service where she worked for 6 years as a public finance credit analyst. While at Moody’s, as part of the rating process, Diana analyzed the budgets of counties, cities and housing finance agencies across the Northeastern United States. She next moved to Assured Guaranty, currently the nation’s largest municipal bond insurer, where she worked for two years. Prior to joining CMA, she was a Vice President at The Bank of New York Mellon where she worked in the Public Finance, Capital Markets and Derivatives Groups.

Diana is an active member of the Northeast Chapter of Women in Public Finance, NYS GFOA and MAGNY. Strategic Consulting clients of CMA that she has worked with include Ulster County, the City of Long Beach, and the town of Brookhaven. Diana completed her undergraduate work at University of Massachusetts at Amherst and obtained a master’s degree from NYU. She is a licensed Series 50 Municipal Advisor Representative. Diana would provide Spanish language support to the County, if requested

If requested, CMA can provide additional Strategic Consulting Services to the County, unrelated to debt issuance. The Managing Director of CMA’s Strategic Consulting Group, Margaret Guarino, has over 45 years of experience as a strategic advisor and banker. Her responsibilities include assisting clients to develop and improve their operating strategies. Her team has done budget analysis for the counties of Nassau and Ulster to identify cost saving measures

and revenue enhancement opportunities. They have also advised the County of Albany, cities of Rochester, New Rochelle and Poughkeepsie, among others, to properly allocate, spend and report on funds received under the American Rescue Plan Act. Additional strategic consulting assignments have included preparation of multi-year financial plans, compensation analysis, fleet studies, best practices guidance, policy development and numerous other studies.

3. Contact Information

CMA's President, Richard Tortora, is submitting this proposal on behalf of the firm. He has served as a Financial Advisor, banker and Bond Counsel to hundreds of municipalities across New York for over 40 years. Richard can be reached at 516-487-9815 and rtortora@capmark.org. The primary, day-to-day contact for the County will be CMA Senior Vice President Anthony Nash. He has been the lead advisor to some of the firm's largest clients including the counties of Albany, Rockland and Westchester and the City of Yonkers for decades. He can be reached at 516-487-9817 and anash@capmark.org. Both Richard and Anthony work in the firm's Great Neck headquarters at 11 Grace Avenue, Suite 308, Great Neck, New York 11021. The firm's Great Neck fax number is 516-487-2575.

4. Five-Year Bond, Note and Lease Issuance History *

	2020	2021	2022	2023	2024**
Number of Bond Transactions	145	135	68	54	40
Total Bond Par Amount	\$2,237,151,686	\$2,424,247,126	\$1,444,853,717	\$1,083,793,717	\$706,783,500
Number of Note Transactions	205	152	122	136	96
Total Note Par Amount	\$3,766,039,628	\$2,509,876,519	\$1,607,960,487	\$1,808,077,334	\$1,549,328,101
Number of Lease Transactions	8	2	2	4	4
Total Lease Par Amount	\$32,903,527	\$10,373,071	\$9,579,500	\$37,426,644	\$12,368,787

*Debt issuance was down industry-wide over the past 5 years as a result of significantly higher interest rates and an abundance of COVID relief aid from the Federal Government.

**Through September 15, 2024.



STANDARD
& POOR'S



5. Credit Rating Experience

CMA maintains close and frequent ties with each of the three major rating agencies: Moody's Investors Service, Inc., S & P Global and Fitch Ratings, Inc. Over the past 3 years alone, the CMA team acted as advisor for over 1,000 bond and note issues and secured credit ratings for most of the bond issues and many of the note issues. This large volume of financings gives us the necessary insight to help our clients present the best and most complete information for the agencies' consideration and gives the CMA team a familiarity with the rating agencies, their relative perspective, and their personnel. We are able to anticipate rating agency questions and concerns and we can prepare our clients to address those issues, if and when they arise. ***Our most recent hire, Diana Castañeda, was with Moody's for 5 years before joining CMA in 2019.***

The CMA approach with the rating agencies is simple: straightforward and proactive. We encourage clients to initiate a dialogue with the rating agencies, outside of a bond or note sale process. CMA makes certain that the rating agencies are aware of new developments as they arise. We provide financial updates on a regular basis and have hosted rating presentations in our offices as well as at client locations, as necessary. We believe strongly in the use of rating agency presentation booklets to present statistical information—including economic and demographic data—to illustrate trends in financial performance, debt levels, and assessed valuations, among others. We often host rating presentations at our Great Neck headquarters as well as at the clients' office when we believe a site visit may be helpful to secure the highest rating.

CMA has had great success with the credit rating agencies over the past decade. During that time, we have assisted the following jurisdictions get upgraded to the Aaa level, the highest available rating category: towns of Babylon, East Hampton, Islip and North Hempstead, Hewlett-Woodmere Schools and Garden City Schools. In fact, CMA has represented most of the approximately two dozen, triple-A rated jurisdictions in New York State.

As further evidence of our strong relationship with Moody's Investors Service, we note that twice in 2016 and again in 2018, CMA President Richard Tortora was invited by Moody's Investors Service to make presentations to Moody's staff from around the country on *The Role of an Independent Financial Advisor and Interactions Between Clients and the Rating Agencies*. The rating agencies respect CMA's honest and proactive approach in our dealings with them on behalf of our clients. Maintaining good relations with CMA is in their best interest as well as our own and our clients'.



6. In-House Quantitative Abilities

In-house quantitative abilities are essential for a financial advisory firm if it is to accurately and thoroughly analyze proposals submitted by investment bankers on behalf of its clients. CMA routinely reviews banking proposals submitted to our clients in connection with advance refundings and asset securitization. These proposals also often use sophisticated derivative products such as interest rate swaps and forward delivery bonds. **Fully half of CMA's employees, including Principals Richard Tortora and Rick Ganci, Managing Director Margaret Guarino, Senior Vice President Janet Morley and Vice Presidents Diana Castañeda and Tom Vousakis and Assistant Vice President Madeline Reid are former bankers. No other advisory firm in New York State can boast such an experienced team. In addition, CMA President Richard Tortora is the only former Bond Attorney serving as a financial advisor to school districts in New York State** and is well versed in NYS Local Finance Law and the NYS Comptroller's regulations. The skills and experiences acquired in these former roles enables CMA to analyze proposals in greater depth and with more insight than any other advisor. Using Munex and Excel software, CMA's professionals have the sophistication to construct complex structuring models, and verify, in-house, the accuracy and completeness of proposals submitted to our clients. *We are also the leading advisor in New York State to identify and successfully transact money saving, refunding bond issues for its clients.*

CMA is recognized for having superior quantitative capabilities. We introduced the concept of competitively sold advance refundings for local municipalities and school districts in New York State in 2002 selling the first competitively-sold refunding bonds for a school district in New York State. We were able to do this in part because of our intimate knowledge of the New

York State Local Finance Law. Prior to that time, all refunding bond issues in New York State were sold via negotiation after the issuer hired an underwriter. For issuers of general obligation debt with high, investment-grade ratings, the competitive sale of debt will always result in lower interest rates and lower costs of issuance. Competitively-sold refundings move more quickly than negotiated deals eliminating much market risk (that rates will rise) since there is no RFP process, no underwriter's counsel involved and the review process with the NYS Comptroller is greatly simplified. Since 2002, CMA has advised over 200 different school districts and municipalities on hundreds of competitively-sold refunding bond issues. We have received consistent praise from the NYS Comptroller's office and other market participants for this groundbreaking innovation.

SECTION III

7. References

Capital Markets Advisors believes that our clients are the most valuable source of information about our skills, resources, and capabilities to service your account. We encourage you to contact the following three individuals from counties in New York State in your evaluation of our response to your RFP.

County of Suffolk, New York

Hon. John Kennedy
Comptroller
100 Veterans Memorial Highway
Hauppauge, New York 11788
631-853-5040
jkennedy@suffolkcountyny.gov

County of Rockland, New York

Mr. Steve DeGroat
Commissioner of Finance
50 Sanatorium Road, Building A-8th floor
Pomona, New York 10970
845-642-7148
DeGroats@co.rockland.ny.us

County of Monroe, New York

Mr. Robert Franklin
Controller
402 County Office Building, 39 West Main Street
Rochester, New York 14614
585-753-1157
mcfinance@monroecounty.gov

8. Additional Information

Innovations Over the past 22 years, CMA developed and implemented the following innovations in response to our clients' needs:

- Developed and introduced the technique to issue the first, competitively-sold refunding bonds for a school district in NYS in 2002 greatly increasing the number of money-saving refunding done in New York State. This was a feat that was thought to be impossible without an underwriting desk. ***CMA has reviewed the District's outstanding bond debt. None of the District's existing bonds are currently candidates to be refinanced for savings.***
- First to bid out financing component for an energy performance contract in 2004
- First to successfully structure, price and close on a Qualified Zone Academy Bond for a "local" school district saving our client millions of dollars in interest expense while still receiving State Building Aid
- Created CMA's *Matched Investments Program* to increase investment yields and lower interest rates in 2008 for its most needy clients
- Introduced the use of Fed Fund wires to pay required good faith deposit for bond issues in 2008 providing vitally needed liquidity to the market following the near fiscal collapse
- Began its monthly publication of ***Capital Markets News in 2016***, a first of its kind newsletter written and distributed by a New York State municipal advisor, to over 500 school districts, municipalities and industry professionals featuring articles of interest, recent sale results and interest rate trends. Past issues are available on our website at www.capmark.org

Debt Pricing and Structuring Strategies Pricing and structuring bonds in connection with negotiated transactions are skills at which CMA excels. Fully half of the firm's employees were one bankers. We are very familiar with the key players on the desks at each of the major banking firms

and have done business with most of them for many years. Our work in helping price bonds sold via negotiation starts long before a preliminary official statement (“POS”) is printed and mailed.

Knowing the sales capabilities of underwriting firms is extremely useful in selecting an underwriting team with the proper mix of institutional, retail and regional bankers. The right team of underwriters will insure that the County can sell its bonds to both retail investors, who are traditionally less yield sensitive and institutional investors who are more tolerant of a weak underlying credit rating. Because we do not have an underwriting arm and pose no competitive threat, we have easy access to the desks of every major investment banking firms and use that access to our clients’ benefit.

SECTION IV

Plan Implementation

CMA has served as the County’s Financial Advisor for over 20 years. We are intimately familiar with the County’s practices, its staff and its debt. We have created a debt database that allows us to quickly identify and capitalize on opportunities to refinance outstanding County debt to reduce future debt service costs and save taxpayers money. We know the issues affecting the County that are of importance to the credit rating analysts that work with the County and we always work hard to get the County the best possible ratings. If our contract with the County is extended, the CMA Team will address financial issues and approach the County’s debt issuance as we have in the past with CMA President Richard Tortora at the head of our team, CMA SVP Anthony Nash as the lead day-to-day contact and CMA SVP Janet Morley as credit specialist, with each supported by the firm’s quantitative and analytical support staff.

In connection with the issuance of bonds and bond anticipation notes for the County, CMA will provide the following services.

1. Review legal, financial, economic and other information necessary for CMA to advise in planning, structuring and otherwise completing each debt issue to be undertaken by the County.

2. Prepare a plan of financing which will include CMA's analysis and recommendations to the County regarding funding requirements and alternatives, marketing, method of sale (competitive or negotiated), call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the County and CMA agree should be included in the plan of financing.
3. Assist the County in disseminating information to the public. As needed, assist in preparation of informational brochures; attend meetings with County staff and the legislature, and public information meetings to discuss financing strategies with an emphasis on funding and the capital markets.
4. Prepare amortization schedules and alternative financing scenarios including: level debt structure and 50% Rule amortization. For cash-flow financings, assist with preparation of actual and projected cash-flow statements.
5. Prepare tax impact analysis for each bond issue factoring in assessed value of real property subject to taxation and any state aid and/or application of available funds. Assist in determining the tax impact of each bond issue on average household.
6. As directed, CMA will prepare, disseminate and evaluate in the selection of other service providers necessary to conduct each issue including, but not limited to, bond insurance, bond counsel, underwriter, escrow agent, and verification agent.
7. Prepare or assist in the preparation of financing documents, as required, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, when appropriate.
8. Prepare and coordinate the printing and distribution of the Notice of Sale, Bid Sheet and Official Statement. Distribution includes posting of documents on our firm's website at www.capmark.org and Parity's electronic bidding service, sending documents electronically and via regular mail and publishing the Notice of Sale, when required.
9. Coordinate the credit rating process. This includes submitting required documents to one or more credit agencies and addressing any questions that the assigned analyst may

have. If appropriate, we will schedule and attend a meeting with agency officials and prepare a presentation book.

10. Prepare and maintain a financing schedule, cost of issuance budget, list of participants, and take such other actions requested by the County to efficiently manage each issue in order to meet the County's objectives.
11. Prepare Debt Statement sent to Office of the State Comptroller as required for issues of \$5 million or greater.
12. Participate in all working group meetings and conference calls.
13. Provide market updates to determine best time to price/sell securities and for utilization in evaluating pricing of a negotiated transaction.
14. Set up Internet based auction platforms and monitor bid process, as applicable.
15. Participate in the sale of the debt, confirm interest cost calculation and verify underwriter's compensation.
16. Advise the County on award of winning bid.
17. Prepare and disseminate to all interested parties, a closing letter to assist with the delivery of proceeds.
18. Coordinate closing of the issue; verify receipt of proceeds and assist with payment of issuance costs.
19. Prepare final debt service schedules including fund and projects schedules as necessary.
20. Competitively bid out the investment of proceeds, if requested.
21. Complete continuing disclosure filing and material event notices with Municipal Securities Rulemaking Board ("MSRB").

In addition to the above ,the following services are provided by CMA with respect to a bond refunding transaction.

1. Determine if the County is best served by a competitively sold or negotiated refunding.
2. Assist in the selection of underwriter, verification agent, and escrow agent.
3. Prepare an independent analysis of the refunding to verify underwriter cash flows.
4. If a negotiated transaction is used, supply County with market comparable in advance of the pricing and participate in all pricing calls.
5. Assist in securing NYS Comptroller approval.
6. Assist in all closing matters.

SECTION V

Cost Proposal:

CMA proposes the following compensation for its services:

- a. For bond issues: a fee of \$0.95 per each \$1,000 of bonds issued with a minimum fee of \$26,500,
- b. For note issues: a fee of \$0.50 per each \$1,000 of notes issued with a minimum fee of \$14,500,
- c. For refunding bond issues: a fee of \$1.00 per each \$1,000 of bonds issued with a minimum fee of \$30,000,
- d. For Continuing Disclosure: \$3,500 annually, inclusive of any required Event Notices, and
- e. For services unrelated to a bond or note issuance: invoiced at an hourly fee of \$195

AS AN ALLTERNATIVE TO THE FEES LISTED ABOVE

CMA proposes to provide all of the services listed in a., b., c. and d. for an annual retainer of forty thousand (\$40,000) dollars payable in ten thousand (\$10,000) dollar, quarterly payments, payable in arrears. This retainer would remain in place for the County's 2025, 2026 and 2027 fiscal years.

CMA would not charge the County for travel time, mileage, meals, lodging, supplies, telephone or conference calls. Other transaction related costs would be borne by the County

including, but not limited to: Bond Counsel, rating agency, escrow agent, The Bond Buyer (to publish bond sale notices), and a financial printer.

SECTION VI

Mandatory Documentation

Attached as appendices hereto.

END OF PROPOSAL

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Financial Advisory Services
RFP Number: 2024-113

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

None

(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")

7. Communication concerning this Proposal shall be addressed to:

Richard Tortora rtortora@capmark.org

11 Grace Avenue, #308

Great Neck, N.Y. 11021

Phone: 516-487-9815

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: Financial Advisory Services
RFP Number: 2024-113

COMPANY:

Capital Markets Advisors, LLC

ADDRESS:

11 Grace Avenue, #308

CITY, STATE, ZIP:

Great Neck, N.Y. 11021

TEL. NO.:

516-487-9815

FAX NO.:

516-487-2575

FEDERAL TAX ID NO.:

02-0582108

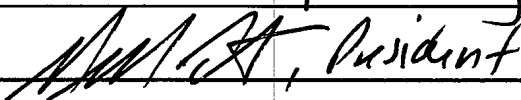
REPRESENTATIVE:

Richard Tortora

E-MAIL:

rtortora@capmark.org

SIGNATURE AND TITLE

 President

DATE

9/11/24

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.

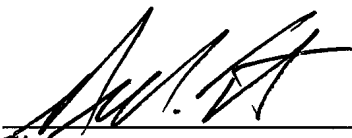
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

9/17/24
Date



Signature

President

Title

Capital Markets Advisors, LLC

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 _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

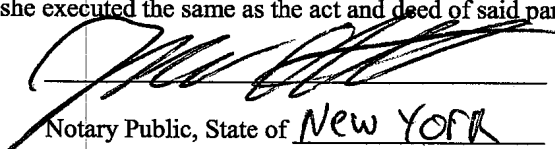
Commission Expires _____

If Partnership:

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

On the 17th day of September, 2024, before me personally came Richard Tortora, 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 Capital Markets Advisors, LLC 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.

JACK ANNITTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01AN6436330
Qualified in Suffolk County
Commission Expires July 11, 2026


Notary Public, State of New York

Qualified in Suffolk County

Commission Expires 7/11/2026

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME Capital Markets Advisors, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 02-0582108 b) DUNS #	
4. D/B/A -- Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.capmark.org	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 11 Grace Avenue, #308 Great Neck, N.Y. 11021		7. TELEPHONE NUMBER 516-487-9815	8. FAX NUMBER 516-487-2575
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, if different from above		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Richard Tortora Title President Telephone Number 516-487-9815 Fax Number 516-487-2575 e-mail rtortora@capmark.org			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Richard Tortora	TITLE President	b) NAME	TITLE
c) NAME Rick Ganel	TITLE Executive V.P.	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? List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? List each individual's name, business title or consulting capacity and the official political position held with applicable service dates. ☐ 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:	☐ Yes ☒ No
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.	☐ Yes ☒ No
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: 1. federal, state or local health laws, rules or regulations.	☐ Yes ☒ No
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? 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."	☐ Yes ☒ No
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax <i>Indicate the years the vendor failed to file.</i>	☐ Yes ☒ No ☐ Yes ☒ No ☐ Yes ☒ No
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? 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.	☐ Yes ☒ No
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 Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.	☐ 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.

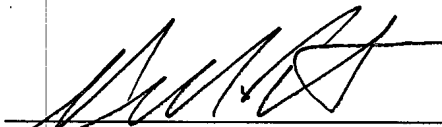
FEIN

208

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.

9/17/24
Date



Signature
President

Title
Capital Markets Advisors, LLC

Company Name

1. Determine if the County is best served by a competitively sold or negotiated refunding.
2. Assist in the selection of underwriter, verification agent, and escrow agent.
3. Prepare an independent analysis of the refunding to verify underwriter cash flows.
4. If a negotiated transaction is used, supply County with market comparable in advance of the pricing and participate in all pricing calls.
5. Assist in securing NYS Comptroller approval.
6. Assist in all closing matters.

SECTION V

Cost Proposal:

CMA proposes the following compensation for its services:

- a. For bond issues: a fee of \$0.95 per each \$1,000 of bonds issued with a minimum fee of \$26,500,
- b. For note issues: a fee of \$0.50 per each \$1,000 of notes issued with a minimum fee of \$14,500,
- c. For refunding bond issues: a fee of \$1.00 per each \$1,000 of bonds issued with a minimum fee of \$30,000,
- d. For Continuing Disclosure: \$3,500 annually, inclusive of any required Event Notices, and
- e. For services unrelated to a bond or note issuance: invoiced at an hourly fee of \$195

AS AN ALTERNATIVE TO THE FEES LISTED ABOVE

CMA proposes to provide all of the services listed in a., b., c. and d. for an annual retainer of forty thousand (\$40,000) dollars payable in ten thousand (\$10,000) dollar, quarterly payments, payable in arrears. This retainer would remain in place for the County's 2025, 2026 and 2027 fiscal years.

CMA would not charge the County for travel time, mileage, meals, lodging, supplies, telephone or conference calls. Other transaction related costs would be borne by the County



including, but not limited to: Bond Counsel, rating agency, escrow agent, The Bond Buyer (to publish bond sale notices), and a financial printer.

SECTION VI

Mandatory Documentation

Attached as appendices hereto.

END OF PROPOSAL



SUSAN A. RIZZO
COUNTY COMPTROLLER

COUNTY OF ALBANY
OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030
ALBANY, NEW YORK 12207-2021
(518) 447-7130
susan.rizzo@albanycountyny.gov

EDWARD L. DOTT
EXECUTIVE DEPUTY COMPTROLLER

FRANK COMMISSO
EXECUTIVE DEPUTY COMPTROLLER

MICHAEL F. MCNEFF
CHIEF ACCOUNTANT

October 7, 2024

Hon. Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

RE: RLA – Independent Auditing Services

Dear Chairwoman Cunningham,

The Department of Audit and Control requests approval to exercise the second of two one-year options with BST & Co. CPAs, LLP, for independent auditing services of the 2024 fiscal year. The RLA, Resolution No. 428 of 2020, Resolution No. 584 of 2023 and our current contract with BST & Co. CPAs, LLP, are attached for your review and convenience.

Should you require any additional information, please let me know.

Sincerely,

Susan A. Rizzo
Albany County Comptroller
112 State Street, Room 1030
Albany, New York 12207
(518) 447-7130

CC: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Exercising the Second Option Year with BST & Co. CPAs, LLP, for Independent Auditing Services of the 2024 Fiscal Year

Date: October 7, 2024
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: Albany County Comptroller
Phone: (518) 447-7130
Department Rep.
Attending Meeting: Susan A. Rizzo

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) _____
-

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

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

Increase Account/Line No.: N/A
Source of Funds: N/A
Title Change: N/A

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

- ☐ Settlement of a Claim
- ☐ Release of Liability
- ☐ Other: (state if not listed) _____

Contract Terms/Conditions:

Party (Name/address):

BST & Co. CPAs, LLP
10 British American Blvd.
Latham, New York 12110

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

\$146,000

Scope of Services:

Independent Auditing Services of 2024 Fiscal Year

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☒ No ☐

If Mandated Cite Authority:

NYS

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Current Budget:

Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:

A.91315.44044

Appropriation Amount:

Source of Funding – (Percentages)

Federal:
State:
County: 100%
Local:

Term

Term: (Start and end date) 1/1/2025 – 12/31/2025

Length of Contract: 1 Year Option

Impact on Pending Litigation Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number: Resolution No. 428 of 2020, Resolution No. 584 of 2023

Date of Adoption: 11/9/2020, 12/4/2023

Justification: (state briefly why legislative action is requested)

Albany County is required by New York State to have an annual independent audit. Passage of this legislation will fulfill this requirement for the 2024 fiscal year, through independent auditing services to be provided during 2025.

RESOLUTION NO. 428

AUTHORIZING AN AGREEMENT WITH BST & CO. CPAS, LLP FOR
INDEPENDENT AUDITING SERVICES

Introduced: 11/9/20

By: Audit and Finance Committee:

WHEREAS, Albany County is required by law to provide yearly independent audits to New York State, and

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller issued a Request for Proposals (RFP) for such services, and

WHEREAS, The Comptroller's Office has reviewed the qualifications and proposals of five firms responding to the RFP and recommended awarding the contract to BST & Co. CPAs, LLP as offering the best value for the County, and

WHEREAS, BST & Co. CPAs, LLP, submitted a \$423,000 quote for auditing services for the 2020, 2021 and 2022 fiscal years, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with BST & Co. CPAs, LLP, Albany, NY 12205 for three years, with two one-year options to renew, regarding performance of independent auditing services in accordance with the submitted proposal for the 2020, 2021 and 2022 fiscal years, and, be it further

RESOLVED, That the agreement shall indicate that the fees for the auditing services shall not exceed the following amounts: \$139,000 for auditing 2020 records; \$141,000 for auditing 2021 records and \$143,000 for auditing records for the 2022 fiscal year, and, be it further

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

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

Adopted by unanimous vote – 11/9/20

RESOLUTION NO. 584

AUTHORIZING AN AGREEMENT WITH BST & CO. CPAS, LLP FOR
INDEPENDENT AUDITING SERVICES

Introduced: 12/4/23

By Audit and Finance Committee:

WHEREAS, By Resolution No. 428 for 2020, this Honorable Body authorized an agreement with BST & Co. CPAs, LLP, Albany, NY 12205 for three years, with two one-year options to renew, regarding performance of independent auditing services in accordance with the submitted proposal for the 2020, 2021 and 2022 fiscal years, and

WHEREAS, The Comptroller's Office has requested authorization to execute the first of two one-year options to renew with BST & Co. CPAs, LLP for independent auditing services for fiscal year 2023 at a cost of \$144,000, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with BST & Co. CPAs, LLP, Albany, NY 12205 for the first of two one-year options to renew, regarding performance of independent auditing services for the 2023 fiscal year, in an amount not to exceed \$144,000, 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.

Adopted by unanimous vote – 12/4/23

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
BST & CO. CPA's LLP
Resolution No.428, adopted November 9, 2020**

THIS AGREEMENT by and between Albany County, Albany County Office Building, 112 State Street, Albany, New York, 12207 (hereinafter called the "COUNTY") and BST & Co. CPA's, LLP, as successor to SAXBST, LLP, 26 Computer Drive West, Albany, New York 12205, (hereinafter called the "CONSULTANT").

WITNESSETH:

WHEREAS, the COUNTY, on behalf of the Office of Audit and Control, Albany County Comptroller, has issued a Request for Proposals (RFP-2020-106) entitled "Auditing Services" for the professional services of qualified certified public accountants to audit the financial statements of Albany County, for fiscal years, 2020, 2021 and 2022, and,

WHEREAS, the CONSULTANT has heretofore submitted a proposal to perform said professional accounting services which was accepted by the COUNTY; and,

WHEREAS, the COUNTY hereby accepts CONSULTANT's proposal to perform said professional accounting services for a period of three years with two one-year options to renew.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. SCOPE OF SERVICES TO BE PERFORMED

The COUNTY agrees to and hereby does retain and employ the CONSULTANT to audit the financial statements of Albany County for the Fiscal Years 2020, 2021 and 2022, for all funds and account groups, and, further, to perform a separate audit for the Albany County Health Department, Mental Health Department,

Times Union Center, and Shaker Place Rehabilitation and Nursing Center for each fiscal year.

The audit of the COUNTY shall include an examination of the COUNTY'S general purpose financial statements for all funds and account groups.

A separate audit of the Albany County Health Department shall be for the Annual Report of the Diagnostic and Treatment Centers.

A separate audit shall be conducted of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office for People with Developmental Disabilities, NYS Office of Mental Health and NYS Office of Alcoholism and Substance Abuse.

A separate audit shall be conducted of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office of Mental Hygiene.

The audit of the Times Union Center, managed by ASM, a Pennsylvania General Partnership, shall be for the purpose of complying with the terms of the Development and Operations Agreement with the NYS Urban Development Corporation. In addition, an audit of the records of Aramark, Inc., "Albany Project Income" and "other site Development Income" as defined in the repayment agreement with the Director of the Budget of the State of New York shall be completed. Management advisory services shall be provided, including, but not limited to, consultations regarding accounting principles and method of application and suggestions for improving internal control.

The audit of the Shaker Place Rehabilitation and Nursing Center, a 250 bed nursing facility, and a separate enterprise fund shall consist of an audit of the Facility's financial statements and Medicaid report for the purpose of expressing an opinion thereon. Observations and recommendations shall be made as to internal control at the Facility. Field work on this audit shall begin April 15 with draft financial statements completed and delivered to the County no later than May 5. Final financial statements shall be completed by May 20.

The audits to be performed by consultant shall be performed in accordance with Generally Accepted Auditing Standards, the standards set forth for financial audits in the General Accounting Office's Government Auditing Standards (1988), the provisions of the Federal Single Audit Act of 1984, US Office Management and Budget (OMB) Circular A 128 Audits of State and Local Government, the NYS Uniform System of Accounts for Counties, Governmental Accounting, Auditing and Financial Reporting (GAAFR) standards issued by the Government Finance Officer's Association, and Statements on Auditing Standards (SAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA).

The Consultant shall present the County's Audited Financial Statements in GASB 34 compliant format.

Work papers that are developed in conjunction with these audits shall be retained by the CONSULTANT for a period of no less than six years and shall be available upon request for examination by County, State and Federal Agencies.

The CONSULTANT shall perform management consulting services on an as needed basis as requested by the COUNTY Comptroller. Such services may include, but will not be limited to consultations regarding accounting principles and method of application and suggestions for improving internal control.

The parties hereto specifically acknowledge and agree that the terms of the Request for Proposals, RFP-2020-106 Auditing Services and CONSULTANT'S proposal are all incorporated herein, although not specifically attached hereto. In the event of any discrepancy, disagreement or ambiguity among the Agreement and the above incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP with Addendum; (3) The CONSULTANT'S proposal.

ARTICLE II. FEES

In consideration of the terms of this AGREEMENT, the COUNTY agrees to pay and the CONSULTANT agrees to accept the fees per services set forth in CONSULTANT'S cost proposal attached hereto as Exhibit "A". The total of said fees per fiscal year shall not exceed the fees set forth below:

Audit of 2020 records:	\$139,000
Audit of 2021 records:	\$141,000
Audit of 2022 records:	\$143,000

Any additional as needed management consulting services shall be based upon Consultant's hourly rate proposal as set forth in their proposal attached hereto.

Payment for services rendered shall be made at intervals to be agreed upon by the parties hereto, upon CONSULTANT'S submission of an Albany County Claim Form determining services rendered, including dates and times. All disbursements shall be specifically outlined. Upon acceptance of CONSULTANT'S Claim Form, payment shall be rendered.

ARTICLE III. AVAILABLE DATA

All data relative to the work in the possession of the COUNTY or in the possession of the CONSULTANT shall be made available to the other party to this AGREEMENT without expense to the other party.

ARTICLE IV. COOPERATION

The CONSULTANT shall cooperate with representatives, agents and employees of the COUNTY and the COUNTY shall cooperate with the CONSULTANT to the end that work may proceed expeditiously and economically.

ARTICLE V. EXTRA WORK

If the CONSULTANT is of the opinion that any work the CONSULTANT has been directed to perform is beyond the scope of this AGREEMENT and constitutes Extra Work, the CONSULTANT shall promptly notify the COUNTY of the fact. The COUNTY shall be the sole judge as to whether or not such work is in fact beyond the scope of this AGREEMENT and whether or not it constitutes Extra Work. In the event that the COUNTY determines that such work does constitute Extra Work, it shall provide extra compensation to the CONSULTANT on a negotiated basis.

ARTICLE VI. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the CONSULTANT which records shall clearly identify the costs of the work performed under this AGREEMENT. Such records shall be subject to periodic and final audit by the COUNTY upon request. Such records shall be accessible to the COUNTY for a period of six (6) years following the date of final payment by the COUNTY to the CONSULTANT for the performance of the work contemplated herein.

ARTICLE VII. ASSIGNMENTS

The CONSULTANT specifically agrees as required by Section 109 of the New York General Municipal Law that CONSULTANT is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this AGREEMENT, or of CONSULTANT'S right, title or interest therein without the previous consent in writing of the COUNTY.

ARTICLE VIII. RELATIONSHIP

The CONSULTANT is, and will function as, an independent contractor under the terms of this AGREEMENT and shall not be considered an agent or employee of the COUNTY for any purpose, and the employees of the CONSULTANT shall not in any manner be or be held out to be, an agent or employee of the COUNTY.

ARTICLE IX. INDEMNIFICATION

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

ARTICLE X. INSURANCE

The CONSULTANT agrees to procure and maintain without additional expense to the COUNTY, until final acceptance by the COUNTY, of the services covered by this AGREEMENT, insurance of the kinds and in the amounts provided under Schedule "A" attached hereto. Before commencing work, the CONSULTANT shall furnish to the COUNTY a Certificate(s) showing that the requirements of this Article are met and the Certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice had been given to the COUNTY, and naming the COUNTY OF ALBANY as an additional insured.

ARTICLE XI. TERMINATION OF CONTRACT

The responsibilities under this AGREEMENT shall commence upon full execution of this AGREEMENT by the parties hereto, and shall be for a period of three (3) years ending with the completion of the 2022 fiscal year audit. This AGREEMENT is subject to two (2), one (1) year options to renew at the COUNTY'S option.

The COUNTY shall have the right at any time to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the COUNTY, and, in the event of such termination of this AGREEMENT, the CONSULTANT shall be entitled to compensation for all work heretofore authorized and performed, pursuant to this AGREEMENT, such compensation to be in accordance with Article II - Fees of this AGREEMENT.

ARTICLE XII. DELIVERY OF RECORDS

In the event of the termination of this AGREEMENT, as provided in Article XI, hereof, all data and records pertaining to the AGREEMENT shall be delivered within twenty (20) days to the COUNTY or its duly authorized representative. In case of failure of the CONSULTANT to make such delivery on demand, then and in that event, the CONSULTANT shall be liable to the COUNTY for any damages it may sustain by reason thereof.

ARTICLE XIII. REPORTING DUTIES

While providing specific services under this AGREEMENT, the CONSULTANT shall report regularly to the COUNTY, its agents and officials, as directed.

ARTICLE XIV. DISSOLUTION

In the event of dissolution of the CONSULTANT as a corporation or partnership during the existence of this AGREEMENT, the CONSULTANT shall give thirty (30) days notice in writing to the COUNTY in advance of such dissolution.

ARTICLE XV. LICENSES

The CONSULTANT shall at all times obtain and maintain all licenses required by the New York State to perform the CPA auditing services required under this AGREEMENT.

ARTICLE XVI. NON-DISCRIMINATION REQUIREMENT

The CONSULTANT shall not discriminate against any resident or employee of the COUNTY on the basis of race, color, creed, national origin, gender, handicap or source of payment.

ARTICLE XVII. NON-APPROPRIATIONS CLAUSE

Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the COUNTY for payment, the COUNTY will immediately notify the CONSULTANT of such occurrence and this AGREEMENT shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the COUNTY of any kind whatsoever, except as

to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

ARTICLE XVIII. APPLICABLE LAW

This AGREEMENT shall be construed for all purposes under the laws of the State of New York.

ARTICLE XIX. MACBRIDE PRINCIPLES

The CONSULTANT hereby represents that said CONSULTANT is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that said CONSULTANT either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the COUNTY reserves all rights to take remedial measures as authorized under Section 4 of Local Law No. 3 for 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the CONSULTANT in default and/or seeking debarment or suspension of the CONSULTANT.

ARTICLE XX. REMEDY FOR BREACH

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

ARTICLE XXI. INVALID PROVISIONS

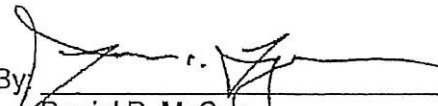
It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court or competent jurisdiction, the invalidity of such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either COUNTY or CONSULTANT in their respective rights and obligations contained in the valid covenants, conditions or provisions in this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this

AGREEMENT to be executed on the date and year opposite their respective names.

COUNTY OF ALBANY

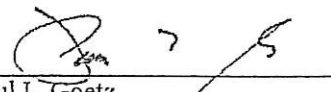
Dated: 12/15/2020

By: 
Daniel P. McCoy
Albany County Executive

Daniel C. Lynch
Deputy County Executive

BST & CO. CPA's LLP

Dated: 12/7/2020

By: 
Paul L. Goetz

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

On the ____ day of _____, 2020, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

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

On the 15th day of December, 2020, before me, the undersigned, personally appeared Daniel C. Lynch, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
No. 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2022

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

On the 7th day of December, 2020, before me, the undersigned, personally appeared Paul L. Goetz personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

LINDSEY DENISE BOLTON
Notary Public, State of New York
No. 01BO6251059
Qualified in Schenectady County
Commission Expires Nov. 7, 2023

SCHEDULE "A"

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

Worker's Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

Automobile Liability Insurance: A policy or policies with limits of not less than \$1,000,000 combined for each accident because of bodily injury, sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

Professional Liability Insurance: A policy or policies of insurance with limits of not less than \$1,000,000.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

August 29, 2024

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

Dear Chairwoman Cunningham,

The Department of Public Works is seeking the Legislature's approval to increase the funding authorization for the Capital Plan "Construction of New Garage Buildings with Office Space for Various Subdivisions." Previously the Legislature approved \$350,000 for this project (Resolution No. 152 of 2024). DPW is now requesting an additional \$2,650,000, bringing the total requested funding to \$3,000,000.

The additional money is needed to finance new highway garages, including, but not limited to the Colonie Highway Garage.

If there are any questions or further information is needed, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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

RESOLUTION NO. 152

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL IMPROVEMENTS FOR COUNTY OWNED GARAGES AND PARKING FACILITIES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$350,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$350,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/11/24

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake projects consisting of the planning, design and furnishing of new highway garages and related office space at various County subdivisions, including, but not limited to, the Town of Westerlo and the Town of New Scotland, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2024 Capital Plan in the County's 2024-2028 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said class of objects or purposes, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$350,000 and said amount is hereby appropriated therefor.

The plan of financing is described as follows: (a) the issuance of an amount not to exceed \$350,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$350,000 to pay the cost of the capital projects, (b) the receipt of various federal and state grants, and (c), subject to the discretion of the County, the application of moneys from the County's General Fund or such other moneys of the County that may be available to pay the costs thereof. In the event that such grants or other moneys become available, the County will issue obligations in a principal amount less than the \$350,000 amount authorized by this resolution, or pay down such obligations with the amount of such grants and other moneys.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$350,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(62) of the New York Local Finance Law (the "Law") is five (5) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$350,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:

(a) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the serial bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(b) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. The serial bonds authorized by this resolution and any notes issued in anticipation of the sale of such bonds shall contain the recital of validity prescribed by Section 52.00 of the Law and said serial bonds and any notes issued in anticipation of said bonds shall be general obligations of the County, payable as to both principal and interest by a general tax upon all the taxable real property within the County without limitation of rate or amount. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of the bonds and any notes in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law, pursuant to the provisions of Section 30.00 relative to the authorization of the issuance of bond anticipation notes or the renewals of said notes and of Section 21.00, Section 23.00, Section 50.00, Sections 56.00 to 60.00, Section 62.00, Section 63.00 and Section 164.00 of the Law, the powers and duties of the County Legislature pertaining or incidental to the sale and issuance of the obligations herein authorized, including but not limited to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said notes, are hereby delegated to the County Comptroller, the chief fiscal officer of the County.

Section 6. The County Comptroller is further authorized to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the bonds authorized by this resolution and any notes issued in anticipation thereof, as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the bonds authorized by this resolution and any notes issued in anticipation thereof, if applicable, as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code.

Section 7. The County Comptroller is further authorized to enter into a continuing disclosure undertaking with the initial purchaser of the bonds or notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

Section 8. Pursuant to Article 8 of the Environmental Conservation Law, Chapter 43-B of the Consolidated Laws of New York, as amended (the "SEQR Act") and the regulations adopted pursuant thereto by the Department of Environmental Conservation of the State of New York, being 6 NYCRR Part 617, as amended (the "Regulations" and collectively with the SEQR Act, "SEQRA"), the County must satisfy the requirements contained in SEQRA prior to making a final determination whether to proceed with the above referenced projects. Based upon an examination of the project and a memorandum from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The projects authorized by this resolution constitute a "Type II action" pursuant to 6 NYCRR 617.5(c)(24), (27) and (31); and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to those projects.

Section 9. The County may initially use funds from the General Fund or such other funds that may be available to pay the cost of the specific objects or purposes authorized by this resolution, pursuant to Section 165.10 of the Law. The County then reasonably expects to reimburse such expenditure with the proceeds of the bonds or bond anticipation notes authorized by Section 2 of this resolution. This resolution shall constitute the declaration of the County's "official intent" to reimburse the expenditures authorized by Section 1 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 10. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) (1) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (2) the provisions of law which should be complied with at the date of the publication of such resolution are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or
- (b) such obligations are authorized in violation of the provisions of the constitution.

Section 11. This bond resolution shall take effect immediately and the Clerk of the County Legislature is hereby authorized and directed to publish the foregoing resolution in full (or a summary as permitted by the Law), together with a notice

attached in substantially the form as prescribed in Section 81.00 of the Law, in the newspaper(s) designated as the official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Cleary, Commisso, Conway, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Grimm, A. Joyce, R. Joyce, Kuhn, Laurilliard, Lekakis, Lockart, Mauriello, Mayo, McLaughlin, McLean Lane, Miller, Pedro, Perlee, Plotsky, Reidy, Reinhardt, Ricard, Robinson, Rosano, Smith, Ward and Willingham – 33

Those opposed – 0

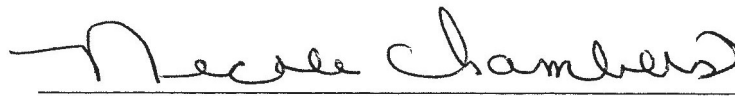
Resolution was adopted – 3/11/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 11th day of March, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 13th day of March, 2024.



Clerk, Albany County Legislature



County of Albany

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

Legislation Text

File #: TMP-5841, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Approval to increase the funding authorization for the Capital Plan "Construction of New Garage Buildings with Office Space for Various Subdivisions." by an additional \$2,650,000, bringing the total requested funding to \$3,000,000.

Date: 08/29/2024
Department: Public Works
Attending Meeting: Lisa Ramundo
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-2055

Purpose of Request: Other (State if not Listed) Funding Authorization

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: 100%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☐ No ☒
If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☒ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 152 / March 11, 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Department of Public Works is seeking the Legislature's approval to increase the funding authorization for the Capital Plan "Construction of New Garage Buildings with Office Space for Various Subdivisions." Previously the Legislature approved \$350,000 for this project (Resolution No. 152 of 2024). DPW is now requesting an additional \$2,650,000, bringing the total requested funding to \$3,000,000. The additional money is needed to finance new highway garages, including, but not limited to the Colonie Highway Garage.



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

September 23rd, 2024

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests approval for financing authorization for vehicle replacement as part of the Albany County 2025 – 2029 Capital Program.

SPRNC requested authorization in the Capital Program to purchase stretcher capable vans for transportation of residents to off-site appointments. These vehicles would be used to provide in house transportation services rather than relying on 3rd party vendors for transportation to appointments.

The request is for up to \$250,000.00 as noted in the Albany County Nursing Home Vehicle Replacement project in the 2025 – 2029 Capital Program, Project Number N1901.

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

Sincerely,

Mark S. Olsen
Executive Director

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





County of Albany

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

Legislation Text

File #: TMP-5891, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting financing authorization for the Albany County Nursing Home Vehicle Replacement project as part of the 2025 - 2029 Albany County Capital Program for Shaker Place Rehabilitation and Nursing Center.

Date: 9/23/2024
Department: Shaker Place Rehabilitation and Nursing Center
Attending Meeting: Mark S. Olsen
Submitted By: Shawn Thelen
Title: Deputy Executive Director
Phone: 518-447-7108

Purpose of Request: Bond Approval Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

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

County Budget Accounts:

Revenue Account and Line:	HNN0 0510
Revenue Amount:	250,000
Appropriation Account and Line:	HNN01620 22000
Appropriation Amount:	250,000

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒

If Mandated, Cite Authority:	Enter text.
Request for Bids / Proposals:	
Competitive Bidding Exempt:	Yes ☐ No ☐
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Reso. 308 of 2024, 5/13/2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This request is for the financing authorization for the Albany County Nursing Home Vehicle Replacement project in the 2025 - 2029 Capital Program.

2025-2029 Capital Plan Summary

Project Status: 5 New 28 Existing 17 Amended 3 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
Civic Center	9.512	2.600	0.000	0.000	0.000	0.000	2.500	14.612
General Services	39.289	25.441	11.203	9.165	8.621	1.077	-13.245	81.551
Information Services	0.850	1.800	0.650	0.200	0.000	0.000	0.000	3.500
Public Works	58.423	31.871	25.127	20.900	7.930	6.250	2.700	153.201
Water Purification	0.150	5.050	20.850	90.000	47.400	16.686	0.000	180.136
Shaker Place	78.658	2.000	0.750	0.000	0.000	0.250	0.000	81.658
Total Project Cost	186.882	68.762	58.580	120.265	63.951	24.263	-8.045	514.658

All amounts listed in this plan are in millions of dollars.

A Fund Civic Center Capital Projects

Upper Level Seating Replacement

Project Number: C1501 **Debt Account:** HKUJ

Project Description: The chairs in the upper level are 25 years old. The lower level seating was replaced in 2010. This plan was originally spread over two years utilizing Facility Fees. Combining the projects into the same year we would realize an approximate savings of \$100,000. Given lead time of the chairs, installation of chairs will begin spring of 2019, purchase of chairs will be in 2018.

Amendment(s):

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.375	-						3.375
State								
Federal								
Other								-
Total Project Cost	3.375	-	-	-	-	-	-	3.375

Main Arena Sound System

Project Number: C1801 **Debt Account:** HKUW

Project Description: The intent is to design and install a new sound system. The existing system has been maintained for over 20 years. It has been maintained and still operates, but the sound quality is failing. The components are outdated and difficult to replace. There are few assisted listening devices active. The purchase of over 200 units will be needed to keep up with Americans With Disabilities Act (ADA) code.

Amendment(s):

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.950	0.850						1.800
State								-
Federal								
Other								
Total Project Cost	0.950	0.850	-	-	-	-	-	1.800

WiFi

Project Number: C1802 **Debt Account:** HKUX

Project Description: The wireless network system in the building has been pieced together over the years. The system does not have the capacity for the growing needs of the shows, media and patrons. The wired network has been upgraded. The awards of the National Collegiate Athletic Association (NCAA) Basketball Championship has put the need of this project to forefront to accommodate National Media needs.

Amendment(s):

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.826							0.826
State								
Federal								
Other								-
Total Project Cost	0.826	-	-	-	-	-	-	0.826

A Fund Civic Center Capital Projects

Arena Equipment Replacement

Project Number: C1901

Debt Account: HKUY

Project Description:

All equipment is at least 15 years old. Replace staging that is old and degrading. Spotlights are in need of frequent repair and replacement parts. Existing barricade lacks step to assist patrons from GA floor. The turnstiles are needed for accurate counts of patrons entering. Forklifts are up in age. The West End curtains will cover the lights in the suites for end stage shows that production often have concerns about during shows.

Amendment(s):

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.597							0.597
State								
Federal								
Other								-
Total Project Cost	0.597	-	-	-	-	-	-	0.597

Replacement of Chiller, BMS Control, Concourse heat/Fan Coil Replacement, Lighting Upgrade

Project Number: C1902

Debt Account: HKUZ

Project Description:

Comfort Chiller is original to building construction and is past its useful life. The work for this project would also include replacement of motors, pumps, valves and suction diffusers. This work will offer significant energy reduction savings. This project is needed to run the building more efficiently and help accommodate the increased building load of the front atrium enclosure. Building sealing is needed to prevent loss of conditioned air. Concourse heat is needed rather than ambient from arena bowl. Additional BMS controls to automate more systems for energy conservation. Lighting upgrades are to replace high energy consumption bulbs.

Amendment(s):

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.950			-	-	-	-	1.950
State								
Federal								
Other								-
Total Project Cost	1.950	-	-	-	-	-	-	1.950

Arena Floor, Kitchen Floor, Quad Stairs Refinishing and Atrium door patching

Project Number: C1903

Debt Account: HKUZ

Project Description:

The main arena floor has sustained several significant gouges. Rebar is showing in several areas. There have been several attempts to patch, but they continue to come out. The kitchen floor has had years of wear and tear. The existing floor covering is coming up in pieces and makes the kitchen look unsanitary. The Quad stairs going to the bathrooms stick out because it sits next to the refinished concourse and bathroom lobby floors.

Amendment(s):

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.500							0.500
State								
Federal								
Other								-
Total Project Cost	0.500	-	-	-	-	-	-	0.500

A Fund Civic Center Capital Projects

Loading Dock Renovation

Project Number: C1904

Debt Account: HKUZ

Project Description: Design and construction of loading dock platforms, doors and bays. Trucks have found it increasingly more difficult to back into the dock area. The dock plates are old and in constant need of adjustment. Weather proof doorways to keep the elements out.

Amendment(s): 2023-2027 - Push out end date.

Project Status:	<u> </u> New	<u> </u> 1	Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other		0.500	-	-					0.500
									-
Total Project Cost		0.500	-	-	-	-	-	-	0.500

Additional Show Power and Transformer Replacement

Project Number: C2001

Debt Account: HKUZ

Project Description: Events are getting bigger and their expectations are higher. We have 2000 amps of show power. Shows often require more and they need to bring in a generator. This may make the building less desirable to put a show in than the next arena. There is available power in our switchgear, but work is needed to extend it and make it available. There are also several transformers that are over 20 years old and should be replaced before they fail.

Amendment(s): 2022-2026 - increase cost.

2023-2027 - updatd funding needs.

Project Status: _____	New	_____ 1 _____	Existing	_____ Amended _____	_____ Continual _____	_____ Completed _____		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other	0.506							0.506
								-
Total Project Cost	0.506	-	-	-	-	-	-	0.506

Low Roof Replacement

Project Number: C2002

Debt Account: HKUZ

Project Description: The low roof is the last of the roofs that need replacement. There have been several leaks over renovated areas that need patching. The leaks seem to be coming from age, seals coming loose and general wear and tear.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other	0.308							0.308
								-
Total Project Cost	0.308	-	-	-	-	-	-	0.308

A Fund Civic Center Capital Projects

Stairwell Enclosure | Concourse | Flooring

Project Number: C2201

Debt Account: _____

Project Description:

The stairwells on the East side of the arena has been unsightly due to being unable to keep wildlife out. There have been multiple attempts by several means with no success. Enclosing these stairwells will allow us to keep animals out. It will also provide an extra level of security and utility savings to the adjacent area. There are multiple railings that are determined due to street salt and weather damage. There are various concrete steps / facades that need reconstruction or replacing around the entire property. The concourse entrance from the MVP Arena garage could be utilized as a revenue generating event space. We are looking to add a cooler to the concourse level for concessions to restock the stands quicker. The stairs going from the concourse level to the bathroom lobbies are the only flooring area that has not been refinished and we are looking to have completed. Refinishing the kitchen floor will also be included in this project.

Amendment(s): 2023-2027 - Incorporating Concourse and Flooring project.

Project Status: _____		New	1	Existing	_____ Amended _____		Continual	_____ Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other		2.500							2.500
Total Project Cost		2.500	-	-	-	-	-	-	2.500

Network Bandwidth Upgrade

Project Number: C2301

Debt Account: _____

Project Description:

The arena network was upgraded in 2017. The capacity of the system can handle 1 gigabyte of bandwidth which was adequate at the time. Increased event needs have required the arena to order temporary internet services to run outside the system firewalls and protections.

Amendment(s): 2024-2028 - Amended to push out project date.

Project Status: _____		New	_____ 1 _____	Existing	_____ Amended _____	_____ Continual _____	_____ Completed		
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other			0.250						0.250
									-
Total Project Cost		-	0.250	-	-	-	-	-	0.250

Upper Level Curtain Replacement

Project Number: C2501

Debt Account: _____

Project Description:

The existing curtains were installed in 1993 and have been maintained and operational since. The curtain motor, wires and material are starting to age and have been in need of more significant repair. Safety lines need to be added to the truss so lifts will not be needed to access the curtain areas for repairs or other needs.

Amendment(s):

Project Status: <u>1</u> New		Existing		Amended		Continual		Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other			1.500						1.500
									-
Total Project Cost		-	1.500	-	-	-	-	-	1.500

A Fund Civic Center Capital Projects

Civic Center Capital Plan Summary: All Projects

Project Status: 1 New 11 Existing 0 Amended 0 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	9.512	2.600	-	-	-	-	2.500	14.612
State	-	-	-	-	-	-	-	-
Federal	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
Total Project Cost	9.512	2.600	-	-	-	-	2.500	14.612

A Fund General Services Capital Projects

Vehicle and Truck Replacement Project

Project Number: B1201

Debt Account: HH07

Project Description: This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replaced are 10 years old or older. This project was amended to change the completion date to 2027.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> Existing	<u> </u> Amended	<u> </u> 1	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	2.039	0.500	0.500	0.500	0.500			4.039
State								-
Federal								
Other								-
Total Project Cost	2.039	0.500	0.500	0.500	0.500	-	-	4.039

County-wide Facilities Evaluation

Project Number: B1501

Debt Account: HKUV

Project Description: Many of the County's facilities are aged and would benefit from a structural and engineering evaluation. The proposed evaluation will allow the County to make the best use of its resources. This project will include evaluation and engineering fees starting in 2015, with any construction beginning in the out years.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1	Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other		1.350							1.350
									-
									-
Total Project Cost		1.350	-	-	-	-	-	-	1.350

Renovation of Shaker Complex

Project Number: B1601

Debt Account: HHSA

Project Description: This project is to renovate and reconstruct County facilities including roofs at the historic Shaker site. This is being done alongside a \$500,000 grant (reimbursement) from NY State for this purpose.

Amendment(s): 2023-2027 - Moved from NH plan. Increased costs.

Project Status:	<u> </u> New	<u> </u> 1	Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
	County	0.500	0.800						1.300
	State		(0.500)						(0.500)
	Federal								
	Other								-
Total Project Cost		0.500	0.300	-	-	-	-	-	0.800

A Fund General Services Capital Projects

Youth Facility Renovation & Upgrade

Project Number: B1902

Debt Account: HHW0

Project Description:

The State of New York has stipulated that Albany County modify / renovate their youth facilities to be more conducive to both the age & sex of the child. Therefore, we must address revamping our facilities at DCYF as well as Family Court to comply. Initial cost estimate of the NYS project is \$22.3 million to be split 89% NYS and 11% of four municipalities. DASNY will bond \$16.120 million plus utilize Albany County previous bond of \$6.2 million according to Resolution No. 18-570. County shares are 6.73% Albany; 1.79% Schenectady; 1.79% Rensselaer and .89% Saratoga, plus NYS share of 88.8%. The scope of the makeover project shall include, but are not limited to, design fees, HVAC modification, renovation and fit-up of viewing rooms & common areas, electrical, plumbing & bathroom facilities, painting & carpeting as well as furniture & fixtures. Reimbursement will be long term, over approximately a 20 year period.

Amendment(s): 2023-20207 - Extended reimbursement time line.

2024-2028 - Included additional year of reimbursement.

2025-2029 - amend funding to show full project cost and expand scope.

Project Status:	New	Existing	1	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029 - 2040	Total
County	22.320							22.320
State	(1.352)	(0.759)	(0.797)	(0.835)	(0.879)	(0.923)	(14.245)	(19.790)
Federal								
Other	(0.068)							(0.068)
Total Project Cost	20.900	(0.759)	(0.797)	(0.835)	(0.879)	(0.923)	(14.245)	2.530

Building Renovations at 175 Green St. & 240,250 & 260 S Pearl St

Project Number: B2001

Debt Account: HHYZ

Project Description:

As part of our continuing program to maintain existing facilities, this project addresses the building renovations at our structures located at 175 Green St., 240, 250 & 260 S. Pearl St. Improvements will primarily focus on HVAC, mechanicals, generators & energy management systems, construction fit-up costs (retro fit /office build out), design fees, office moving & relocation fees, painting & carpeting, the parking lot (paving & striping), and fencing. We anticipate this project to be completed in three to four years.

Amendment(s): 2022-2026 - increase total cost

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.500	4.500	-	-	-	-	-	5.000
State								-
Federal								
Other								-
Total Project Cost	0.500	4.500	-	-	-	-	-	5.000

A Fund General Services Capital Projects

Parking Facility Renovations

Project Number: **B2002**

Debt Account: _____

Project Description: The purpose of this project is to address the ongoing needed parking facility renovation, preservation /upkeep to County owned garages & facilities. We are proposing this plan to address the overall concern over the needed maintenance. The project has a projected completion date of 2024.

Amendment(s): 2022-2026 - extend timeline

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	2.000	-						2.000
State								
Federal								-
Other								-
Total Project Cost	2.000	-	-	-	-	-	-	2.000

Albany County Green Capital Projects

Project Number: **B2201**

Debt Account: **HHG4**

Project Description: This project will include the purchase of some electric vehicles and zero emission vehicles. It will also include some infrastructure improvements with renewable energy technology and energy efficient improvements. This year's request positions the County to make additional investments in renewable energy generation and clean heating and cooling of County facilities.

Amendment(s): 2024-2028 - Project amended to add funding to outer years and expand scope.

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	2.000	9.400	1.000	1.000	1.000	1.000	1.000	16.400
State								-
Federal								
Other								-
Total Project Cost	2.000	9.400	1.000	1.000	1.000	1.000	1.000	16.400

Various Building Upgrades & Improvements

Project Number: **B2301**

Debt Account: _____

Project Description: This project will address the long term improvements to any / all County owned and operated facilities. Improvements will include, but not limited to, various upgrades such as mechanicals, HVAC, chillers, electrical, roofs, painting/carpeting, energy management systems, department moving & relocation costs, and engineering, structural, & property evaluations. NOTE: this project replaces several projects including, but not limited to, the County Office Building project, Facility Improvement Project, and the Office Modernization Project. These projects will generally have a useful life of 15 – 20 years.

Amendment(s): 2024-2028 - Amended to clarify scope and increase funding needs.

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	7.000	7.000	7.000	5.000	5.000		-	31.000
State								-
Federal								
Other								-
Total Project Cost	7.000	7.000	7.000	5.000	5.000	-	-	31.000

A Fund General Services Capital Projects

County Facility Roof Renovations

Project Number: B2302

Debt Account: _____

The purpose of this project is to address the ongoing needed repair / restoration to the roofs of various County owned properties. We are proposing this plan to address the overall concern over the necessary maintenance.

Amendment(s): _____

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	-	1.500	0.500	0.500				2.500
State								-
Federal								
Other								-
Total Project Cost	-	1.500	0.500	0.500	-	-	-	2.500

Various Mechanical Upgrades & Improvements

Project Number: B2303

Debt Account: _____

As part of our efforts to maintain any/all existing facilities, this project will address any mechanical repairs to our existing properties. These improvements will generally include, but not be limited to, all HVAC repairs, all energy management system improvements, all chiller repairs, and all electrical repairs. Improvements will generally have a useful life of 7 – 12 years.

Amendment(s): 2024-2028 - Amended to clarify scope and increase funding needs.

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.000	3.000	3.000	3.000	3.000	1.000		16.000
State								-
Federal								
Other								-
Total Project Cost	3.000	3.000	3.000	3.000	3.000	1.000	-	16.000

General Services Capital Plan Summary: All Projects

Project Status: 0 New 8 Existing 1 Amended 1 Continual 0 Completed |

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	40.709	26.700	12.000	10.000	9.500	2.000	1.000	100.909
State	(1.352)	(1.259)	(0.797)	(0.835)	(0.879)	(0.923)	(14.245)	(20.290)
Federal	-	-	-	-	-	-	-	
Other	(0.068)	-	-	-	-	-	-	(0.068)
Total Project Cost	39.289	25.441	11.203	9.165	8.621	1.077	(13.245)	80.551

A Fund Information Services Capital Projects

Core Switch and Telephone replacement and Data Closet Upgrade

Project Number: 12301

Debt Account:

Project Description:

The County is in need of replacing and upgrading some of our core IT equipment at various County owned sites. The priority projects at this time include, but are not limited to, our telephone system, data closet switches, switching equipment, server room infrastructure, core network switches and related equipment. These projects will support more efficient and faster data.

Amendment(s):

Project Status: 0 New 0 Existing 0 Amended 1 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.850	0.400	0.650	0.200				2.100
State								-
Federal		1.400						1.400
Other								-
Total Project Cost	0.850	1.800	0.650	0.200	-	-	-	3.500

Department of Information Services Capital Plan Summary: All Projects

Project Status: 0 New 0 Existing 0 Amended 1 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.850	0.400	0.650	0.200	-	-	-	2.100
State	-	-	-	-	-	-	-	-
Federal	-	1.400	-	-	-	-	-	1.400
Other	-	-	-	-	-	-	-	-
Total Project Cost	0.850	1.800	0.650	0.200	-	-	-	3.500

D - DM Fund Public Works Capital Projects

CR 157, SR 155 Watervliet-Shaker Road (New Karner Road to Sand Creek Road) [Airport Area FGEIS]

Project Number: D0101

Debt Account: HHYB

Project Description: This project is Phase 3 of the Watervliet-Shaker Road Realignment Project. The section of Watervliet-Shaker Road (WSR) included in this project extends from New Karner Rd. to Sand Creek Rd. The project includes reconstruction and widening of approximately 0.75 miles of CR157 which could include the addition of a center or two additional lanes (depending on traffic study outcome), a new traffic signal at the intersection of New Karner Rd. and WSR, drainage improvements and new pavement. This last phase will complete the Albany-Shaker Rd/WSR Airport Improvement Project started in 2001.

Amendment(s): 2022-2026 - reflect an updated construction cost and completed SEQR.

2023-2027 - Add another year and increase costs.

2024-2028 - Amended to reflect a new construction completion date.

2025-2029 - Increase cost and push out completion date.

Project Status:	<u>New</u>	<u>Existing</u>	<u>1</u>	<u>Amended</u>	<u>Continual</u>	<u>Completed</u>		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	8.381	2.100						10.481
State								-
Federal								-
Other								-
Total Project Cost	8.381	2.100	-	-	-	-	-	10.481

Highway Pavement Recycling Projects

Project Number: D1102

Debt Account: HHT8

Project Description: Rehabilitation of several lane miles of County Roadways by Cold in Place Recycling pavement, re-establishing binder course and repaving entire road with 2" of top course asphalt. This pavement process is a very cost effective method of rehabilitating certain low traffic volume, rural County roadways.

Amendment(s):

Project Status:	<u>New</u>	<u>Existing</u>	<u>Amended</u>	<u>1</u>	<u>Continual</u>	<u>Completed</u>		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	10.700	1.250	1.250	1.250	1.250	1.250	1.250	18.200
NY State								-
Federal								-
Other								
Total Project Cost	10.700	1.250	1.250	1.250	1.250	1.250	1.250	18.200

New Karner Road (NY 155) From US 20 to NY 5: Corridor Improvements

Project Number: D1103

Debt Account: HHT7

Project Description: The project involves pavement rehabilitation, safety improvements, signal timing updates and addition of complete streets components along New Karner Road (NY 155) from US 20 to Watervliet Shaker Road. Added the inclusion of a potential roundabout or diverging left at the Washington Ave Extension Intersection and the costs are also included.

Amendment(s): 2023-2027 - Push out start date and increase costs.

2024-2028 - Increase costs and updated completion date.

2025-2029 - Push out completion date and increase costs.

Project Status:	<u>New</u>	<u>Existing</u>	<u>1</u>	<u>Amended</u>	<u>Continual</u>	<u>Completed</u>		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.650	6.690	8.000					15.340
NY State								-
Federal	(0.520)	(5.352)	(8.000)					(13.872)
Other								-

D - DM Fund Public Works Capital Projects

Total Project Cost	0.130	1.338	-	-	-	-	-	1.468
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Vehicle and Truck Replacement

Project Number: D1104 **Debt Account:** HHYB

Project Description: This project would replace heavy-duty trucks and equipment and light-duty pickup trucks and cars in accordance with our Department Vehicle and Equipment Replacement Plan.

Amendment(s):

Project Status: <u> </u> New		<u> </u> Existing		<u> </u> Amended		<u> </u> 1	Continual	<u> </u> Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County NY State Federal Other		11.048	1.450	1.600	1.450	1.450	1.450	1.450	19.898
									-
									-
									-
Total Project Cost		11.048	1.450	1.600	1.450	1.450	1.450	1.450	19.898

Traffic Sign Compliance Project

Project Number: D1201 **Debt Account:** HHSB

Project Description: This project will ensure that the County of Albany complies with Federal and State regulations contained in the national Manual on Uniform Traffic Control Devices and the New York State Supplement to the Manual on Uniform Traffic Control Devices, primarily regarding traffic sign retro reflectivity (night-time visibility). All regulatory, warning and guide signs other than street name signs must meet minimum requirements for retro reflectivity as they are replaced. There are close to 8,000 signs on County roadways, in various conditions.

Amendment(s):

Project Status: _____		New	1	Existing	_____	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County NY State Federal Other		1.375	-						1.375	
									-	
									-	
									-	
Total Project Cost		1.375	-	-	-	-	-	-	1.375	

DPW Facilities Assessment/Building/Salt Sheds/Fuel Monitoring System

Project Number: D1501 **Debt Account:** HHT7

Project Description: This project is an assessment to determine the feasibility of renovation or replacement of DPW facilities, buildings, salt sheds, and the fuel monitoring system. (Will also explore shared services)

Amendment(s): 2023-2027 - Added fuel remediation project to this project.

Project Status: _____		New	1	Existing	_____	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County NY State Federal Other		0.700	0.650						1.350	
									-	
									-	
									-	
Total Project Cost		0.700	0.650	-	-	-	-	-	1.350	

D - DM Fund Public Works Capital Projects

Krumkill Rd. Truss over Normanskill Bridge

Project Number: D1806 **Debt Account:** HHT8

Project Description: Krumkill Rd. Truss over Normanskill Bridge Rehabilitation Project - BIN 3301270 Rehabilitation of a 137' x 29' steel truss structure. The bridge was built in 1939 and has undergone a few repairs over the past years. The bridge will be stripped and repainted along with minor repairs to the truss as part of this project. The bridge is located in the Town of New Scotland.

Amendment(s): 2022-2026 - new construction year and update project costs.
2023-2027 - Increase costs.
2025-2029 - Push out completion date.

Project Status:	<u> </u> New	<u> </u> Existing	<u>1</u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.673							1.673
NY State								-
Federal								-
Other								-
Total Project Cost	1.673	-	-	-	-	-	-	1.673

HHRT Bridge over State RTE 85

Project Number: D1904 **Debt Account:** HHT8

Project Description: Replacement of the existing HHRT Bridge (BIN 7032650) over New Scotland Road (State RTE 85) with a pedestrian structure. The existing girder and floor beam structure was built approximately in 1912. It is located in the Town of Bethlehem. The bridge is not currently posted as it is used for pedestrian traffic only, however advanced section loss in the many of the steel columns combined with severe impact distortion to two columns makes this bridge a candidate for replacement. The bridge also has substandard vertical clearance of 12'-2", 14' is the required minimum. Emergency repairs were performed in January of 2019 to address structural issues with two support columns.

Amendment(s): 2022-2026 - new construction completion date
2023-2027 - Push out construction completion date and increase costs.
2024-2028 - Amended to increase costs.
2025-2029 - Push out completion date and increase State funding.

Project Status:	<u> </u> New	<u> </u> Existing	<u>1</u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.966	0.200						4.166
NY State	(0.320)	(0.188)						(0.508)
Federal								-
Other								-
Total Project Cost	3.646	0.012	-	-	-	-	-	3.658

CR352 over Fox Creek Bridge Replacement Project - BIN-3301400

Project Number: D2003 **Debt Account:** HHT8

Project Description: This project will replace the existing 40' long x 30' wide Inverse Structure over Fox Creek (BIN 3301400) in the Town of Rensselaerville. Minor approach work and new railing will be included in the project.

Amendment(s): 2022-2026 - new construction year and updated construction cost
2023-2027 - Push out construction completion date and increase costs.
2024-2028 - Amended to increase costs.

Project Status:	<u> </u> New	<u>1</u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.870							3.870
NY State								-
Federal								-
Other								-

D - DM Fund Public Works Capital Projects

Total Project Cost	3.870	-	-	-	-	-	-	3.870
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CR405 over 8 Mile Creek Culvert Replacement

Project Number: D2004

Debt Account: HHYB

Project Description: This project replaces the existing triple, 60 foot long, 4 foot diameter corrugated metal pipe culverts with a single pre-cast concrete box culvert. The project is in the Town of Westerlo. Minor approach work and new railing will be included.

Amendment(s): 2022-2026 - New construction year and to update design and construction costs.

We applied for Bridge NY funding for this project. Funding for Bridge NY expected December 2021.

2023-2027 - Push out start date and increase costs.

2024-2028 - Push out start date and increase costs.

2025-2029 - Push out completion year and increase costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.700							1.700
NY State								-
Federal								-
Other								-
Total Project Cost	1.700	-	-	-	-	-	-	1.700

CR 412 Culvert Replacement Project

Project Number: D2005

Debt Account: HHT7

Project Description: This project was previously programmed as two separate projects in the capital plan. They were combined in an effort to save on construction costs. Two Culvert replacement projects on CR412 in the Town of Westerlo were combined into one project. Site 1 is located Just South of the Berne/Westerlo Line and Site 2 is located 0.25miles North of Slade Hill Rd. The existing corrugated metal pipes and reinforced concrete pipe culverts will be replaced with precast concrete box culverts.

Amendment(s): 2022-2026 - new construction completion date.

2023-2027 - Push out end date and increase costs.

2025-2029 - Pushout completion date.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.200							1.200
NY State								-
Federal								-
Other								-
Total Project Cost	1.200	-	-	-	-	-	-	1.200

Construction New Garage Buildings with Office Space for Various Subdivisions

Project Number: D2204

Debt Account: HHT8

Project Description: The project description was amended to add money for new and existing highway garages and outbuildings at various subdivisions in addition to planning and design work, as well as an update to the project completion date. This project will construct and provide furnishings for new highway garages and office space at various subdivisions. The existing structures are beyond their useful life. The new structures will be large enough to house our plow trucks and heavy equipment and will save on future energy costs. Deficiencies noted in the "Department of Public Works Facility Assessment" report by C&S Companies in 2016, noted extensive structural, mechanical, and electrical system repairs are needed at various locations. The existing structures, are undersized and deteriorated to the point that rehabilitation is not cost effective.

Amendment(s): 2023-2027 - Increase costs and combine with facilites project.

2024-2028 - Increase costs and expand scope to various substations.

2025-2029 - Expand scope of project and increase costs.

D - DM Fund Public Works Capital Projects

Project Status: _____ New _____ Existing 1 Amended _____ Continual _____ Completed

D - DM Fund Public Works Capital Projects

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	10.250	3.000	8.000	10.000				31.250
NY State		(0.380)						(0.380)
Federal								-
Other								-
Total Project Cost	10.250	2.620	8.000	10.000	-	-	-	30.870

Various Bridge Deck Replacements

Project Number: D2205

Debt Account: HHYB

Project Description: This project will replace the deteriorated wooden bridge decks on three Ohio Truss structures in the Town of New Scotland. The bridges are as follows: BIN 3301340- Old Plank Rd. over Onesquethaw Creek, BIN 3301310 - Onesquethaw Creek Rd. over Onesquethaw Creek and BIN 3301300- Rowe Rd. over Onesquethaw Creek. Minor work will be done on approaches, railings bearings and substructures.

Amendment(s): 2023-2027 - Decreased design and CI costs, increased construction costs.

2024-2028 - Extend project timeline.

2025-2029 - Pushout completion date.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		1.450							1.450
NY State									-
Federal									-
Other									-
Total Project Cost		1.450	-	-	-	-	-	-	1.450

Albany County Culvert Replacements and Rehabilitation

Project Number: D2301

Debt Account: HHYB

Project Description: As part of maintenance operations, culverts on County roadways occasionally need to be rehabilitated or replaced. This project involves construction and reconstruction of various culverts in Albany County, as well as development of a county wide culvert inventory. Including, but not limited to, CR 111 over Unnamed Creek in Coeymans, CR 358 over Unknown Creek in the Town of Rensselaerville, CR 308 over Vlomankill in the Town of New Scotland, CR 411 over Silver Creek, in the Town of Westerlo, CR 53 over Coeymans Creek in the Town of Coeymans and CR 301 over a tributary to the Onesquethaw in the Town of New Scotland. This work also includes minor stream and approach work and installation of new guide rail where needed.

Amendment(s): 2024-2028 - Amended to increase costs and push out completion date.

2025-2029 - Amended to expand scope of projects.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County NY State Federal Other		0.500	5.045	0.500	3.000	0.750			9.795
									-
			1.250						1.250
									-
Total Project Cost		0.500	6.295	0.500	3.000	0.750	-	-	11.045

D - DM Fund Public Works Capital Projects

Albany County Bridge Replacements and Rehabilitation

Project Number: D2302

Debt Account: HHYB

Project Description: As part of maintenance operations, bridges on County roadways occasionally need to be rehabilitated or replaced. This project involves construction and reconstruction of various bridges in Albany County, including, but not limited to, CR 352 (Fox Creek Rd.) over Fox Creek in the Town of Rensselaerville (BIN 3301500), CR 2 over Fox Creek in the Town of Berne (BIN 3300860), CR 53 over Onesquethaw Creek in the Town of Bethlehem (BIN 3301020), CR 111 over Hannacroix Creek in the Town of Coeymans (BIN 3301090 & BIN 3301070), CR 106 over Hannacroix Creek in the Town of Coeymans (BIN 3301100), CR 406 over the Basic Creek in the Town of Westerlo (BIN 3301560), CR 201 over Black Creek in the Town of Guilderland (BIN 3301160), CR 357 over 10 Mile Creek in the Town of Rensselaerville (BIN 3301460), CR 102 over Onesquethaw Creek in the Town of Bethlehem (BIN 3301040). This work also includes minor stream and approach work, installation of new guide rail and acquisition of ROW when needed.

Amendment(s): 2024-2028 - Amended to increase costs and push out completion date.
2025-2029 - Increase cost and updt fundng schedule.

Project Status:	<u> </u> New	<u> </u> Existing	<u> </u> 1	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.000	2.500	4.000	4.700	3.350	3.550		19.100
NY State		-	(2.473)	-	(2.870)			(5.343)
Federal								-
Other								-
Total Project Cost	1.000	2.500	1.527	4.700	0.480	3.550	-	13.757

Albany Shaker Road Corridor Enhancements

Project Number: D2303

Debt Account:

Project Description: This project is part of the 2022-2027 TIP program. It would design the following: safety improvements at the intersection of Albany Shaker Rd. (ASR) and Everett Rd. (CR 155); safety and operational improvements at the intersection of ASR and Osborne Rd., left turn lanes at the Crossings/Emerich Rd. intersection and low cost changes at the Maxwell Rd. roundabout to reduce crashes. In addition, the project would design sidewalks along the corridor where practical and make ADA improvements.

Amendment(s): 2025-2029 - Push out completion date.

Project Status:	<u> </u> New	<u> </u> Existing	<u> </u> 1	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		0.780						0.780
NY State		(0.624)						(0.624)
Federal								-
Other								-
Total Project Cost	-	0.156	-	-	-	-	-	0.156

Improvement and Acquisition of Albany County Recreational Facilities

Project Number: D2304

Debt Account: HHYA

Project Description: The purpose of the project is to improve and acquire recreational areas and facilities for the residents of Albany County, including, but not limited to the Albany County Rail Trail, Lawson Lake & Ann Lee Pond.

Amendment(s): 2024-2028 - Increase costs
2025-2029 - Increase project costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> </u> 1	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.550	12.000	10.000					22.550
NY State								-
Federal								-
Other								-

D - DM Fund Public Works Capital Projects

Total Project Cost	0.550	12.000	10.000	-	-	-	-	22.550
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Rail Trail Pedestrian Bridge Rehabilitation

Project Number: D2305

Debt Account: _____

Project Description: This project will design plans and investigate grant funding to rehabilitate various Albany County Rail Trail Bridges.

Amendment(s): 2025-2029 - Expand scope of project and increase costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County			0.250	0.500				0.750
NY State								-
Federal								-
Other								-
Total Project Cost	-	-	0.250	0.500	-	-	-	0.750

Potter Hollow Creek (CR 354) Stream Bank Stabilization

Project Number: D2306

Debt Account: _____

Project Description: This project will design stream bank stabilization along a ¼ mile length of Potter Hollow Creek in order to prevent washout of material behind our bridge wingwall on CR 354 over Potter Hollow Creek, (BIN 3301360). Included in the design will be grant writing to secure funding to construct the project.

Amendment(s): 2025-2029 - Pushout completion date and increase costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.250		0.250					0.500
NY State								-
Federal								-
Other								-
Total Project Cost	0.250	-	0.250	-	-	-	-	0.500

DPW Highway and Trail Improvement Projects

Project Number: D2401

Debt Account: HHYB

Project Description: This project will design and construct various highway and trail improvements. Improvements include but are not limited to repair of slope failures as well as intersection, pedestrian and bicycle safety improvements.

Amendment(s): 2025-2029 - Expand scope of project and increase costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		0.500	0.900					1.400
NY State								-
Federal								-
Other								-
Total Project Cost	-	0.500	0.900	-	-	-	-	1.400

Albany Shaker Road Rehabilitation From CR155 to SR7

Project Number: D2501

Debt Account: _____

Project Description: This project includes rehabilitation of Albany Shaker Road between Watervliet Shaker Rad and SR7. Pavement rehabilitation, signal upgrades and drainage improvements are included in this project.

Amendment(s): _____

Project Status:	<u> 1 </u> New	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
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D - DM Fund Public Works Capital Projects

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County			0.350		4.000			4.350
NY State								-
Federal								-
Other								-
Total Project Cost	-	-	0.350	-	4.000	-	-	4.350

Paving - Other than Roadways

Project Number: D2502

Debt Account: _____

Project Description: This project will pave County owned parking lots and other County owned areas in need of paving that are not roadways. The project also includes sidewalk and ADA improvements where necessary.

Amendment(s): _____

Project Status: 1 New Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		1.000	0.250					1.250
NY State								-
Federal								-
Other								-
Total Project Cost	-	1.000	0.250	-	-	-	-	1.250

Various Traffic Signal Upgrades

Project Number: D2503

Debt Account: _____

Project Description: This project will evaluate existing County owned traffic and pedestrian signals and design, purchase and install any necessary upgrades.

Amendment(s): _____

Project Status: 1 New Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County			0.250					0.250
NY State								-
Federal								-
Other								-
Total Project Cost	-	-	0.250	-	-	-	-	0.250

Public Works Summary of All Projects

Project Status: 3 New 3 Existing 15 Amended 2 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	59.263	37.165	35.600	20.900	10.800	6.250	2.700	172.678
NY State	(0.320)	(1.192)	(2.473)	-	(2.870)	-	-	(6.855)
Federal	(0.520)	(4.102)	(8.000)	-	-	-	-	(12.622)
Other	-	-	-	-	-	-	-	-
Total Project Cost	58.423	31.871	25.127	20.900	7.930	6.250	2.700	153.201

G Fund Water Purification Capital Projects

North and South Plant HVAC Upgrades

Project Number: G2301

Debt Account: _____

Project Description: Project to include the study, design, and construction of improvement to existing HVAC systems at both the North and South treatment plants. Existing HVAC systems at both facilities are at the end of their useful life.

Amendment(s): 2024-2028 - Increase Costs.

Project Status: _____		New	1	Existing	_____	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County State Federal Other			0.150	1.350					1.500	
									-	
									-	
									-	
Total Project Cost		-	0.150	1.350	-	-	-	-	1.500	

North Plant Treatment Process Improvements

Project Number: G2401

Debt Account: _____

Project Description: Project will include improvements to unit treatment process associated with the North Plant. Phase 1 of the project will include replacement of the mechanical screens, grit system, primary and secondary clarifiers, plant water pumps and upgrades to the high voltage electrical system. Upgrades have been identified in a 2023 Capital Study that is currently being finalized. Grouping projects together will allow the District to maximize the potential for grant opportunities in the coming years.

Amendment(s): 2025-2029 - cost of project amended to account for EFC fees.

Project Status: _____		New	_____ Existing	_____ 1	Amended	_____ Continual	_____ Completed		
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other Approp			0.100	5.000	45.000	19.900	2.294		72.294
									-
									-
		0.150	0.150						0.300
Total Project Cost		0.150	0.250	5.000	45.000	19.900	2.294	-	72.594

South Plant Treatment Process Improvements

Project Number: G2402

Debt Account: _____

Project Description: Project will include improvements to unit treatment process associated with the North Plant. Phase 1 of the project will include replacement of the mechanical screens, grit system, primary and secondary clarifiers, plant water pumps and upgrades to the high voltage electrical system. Upgrades have been identified in a 2023 Capital Study that is currently being finalized. Grouping projects together will allow the District to maximize the potential for grant opportunities in the coming years.

Amendment(s): 2025-2029 - cost of project amended to account for administration fees from EFC.

Project Status: _____		New	_____	Existing	_____	1	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total		
County State Federal Other Approp.				3.000	25.000	7.500	5.392		40.892		
									-		
									-		
			0.150						0.150		
Total Project Cost		-	0.150	3.000	25.000	7.500	5.392	-	41.042		

G Fund Water Purification Capital Projects

Sludge Processing Improvements

Project Number: G2501

Debt Account: _____

Project Description:

Project to include the study, design and construction of improvements to the existing sludge processing systems. Project will be broken up into phases. Phase 1 work will include improvements to the North Plant incinerators, sludge mixing and dewatering systems. Phase 2 work will include work to consolidate sludge operation to the North Plant via a new sludge force main and upgrades to the North Plant incinerator emissions controls. The final scope for Phase 2 emission controls is still being negotiated with DEC. Project has been amended to include the Phase 2 work and the work associated with the Septage and FOG receiving station project. Phase 1, Phase 2 and Septage/FOG receiving work has been consolidated into a single comprehensive project to take advantage EFC funding opportunities, namely the Bipartisan Infrastructure Grant and 0% hardship financing. District will be pursuing additional grants with EFC in 2024.

Amendment(s):

Project Status: <u>1</u> New		Existing		Amended		Continual		Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other			1.000	11.500	20.000	20.000	9.000		61.500
									-
			3.500						3.500
									-
Total Project Cost		-	4.500	11.500	20.000	20.000	9.000	-	65.000

Water Purification District Capital Plan Summary: All Projects

Project Status:	<u>1</u>	New	<u>1</u>	Existing	<u>2</u>	Amended	<u>0</u>	Continual	<u>0</u>	Completed
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total		
County	-	1.250	20.850	90.000	47.400	16.686	-	176.186		
State	-	-	-	-	-	-	-	-		
Federal	-	3.500	-	-	-	-	-	3.500		
Other	0.150	0.300	-	-	-	-	-	0.450		
Total Project Cost	0.150	5.050	20.850	90.000	47.400	16.686	-	180.136		

NH Fund Shaker Place Capital Projects

Albany County Nursing Common Areas Renovations

Project Number: N1501

Debt Account: HNN5

Project Description: The modernization of common areas. This would include remodeling the main bathrooms and showers to a functional level. Modernizing outer restrooms to a more appealing look and increased functionality. Replacing tables, chairs and wall coverings in common areas and to a more up to date style. Also, the remodeling of an area to an ADL (Activities of Daily Living) apartment for increased therapy billings.

Amendment(s):

Project Status:		<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
	County	0.385							0.385
	State								
	Federal								
	Other								-
Total Project Cost		0.385	-	-	-	-	-	-	0.385

Albany County Nursing Room Furnishings

Project Number: N1502

Debt Account: HNN5

Project Description: The replacement of the current beds, bureaus, bedside stands, over-bed tables and high-back chairs in the resident's personal rooms. This replacement would be to modernize the current room furnishings as many are past the end of their useful life, in disrepair or damaged, mismatched and/or outdated.

Amendment(s):

Project Status:		<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
	County	0.571							0.571
	State								
	Federal								
	Other								-
Total Project Cost		0.571	-	-	-	-	-	-	0.571

Albany County Nursing Unit Living Areas Replacement

Project Number: N1503

Debt Account: HNN5

Project Description: The modernization of resident rooms and living areas. This would include new drapes, cubicles, HVAC units, a facelift for personal bathrooms and updating the flooring on the units. Two units would be started and completed in 2015 with the four other units being completed in 2016.

Amendment(s):

Project Status:		<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
	County	1.500							1.500
	State								
	Federal								
	Other								-
Total Project Cost		1.500	-	-	-	-	-	-	1.500

NH Fund Shaker Place Capital Projects

Albany County Nursing Home New Construction Project

Project Number: N1701

Debt Account: HNN8

Project Description:

The purpose of this project is to add an addition to the existing nursing home with approximately 125 new conforming beds, ancillary areas, resident dining and activity rooms, handicapped bathrooms and country style kitchens. This addition will be located on the same site as the existing nursing home. This project will require NYSDOH approval, architectural and engineering with drawings, land studies, surveys, subcontracting, construction management and will permit the current capital plan to be implemented that has been approved and funded by Albany County and the Legislature, however, this initiative will require additional funding. This construction project will require modifications to the existing high rise some mandated and others to accommodate alternate uses, since this part of the facility after the new construction will not be used by the nursing residents. This construction /renovation including the cost of architect, construction manager, sub-contractors, HVAC, moveable equipment and non-moveable equipment under the NYSDOH capital expenditure regulations is considered reimbursable through our Medicaid Rate. A Certificate of Need application will be filed with the NYSDOH. Reso 18-310 The purpose of this project is to add an addition to the existing nursing home with approximately 125 new conforming beds, ancillary areas, resident dining and activity rooms, handicapped bathrooms and country style kitchens. By creating this new facility that will be attached to the current nursing home we will meet the NYSDOH and ADA requirements. It has been determined that remediation of the Albany County Nursing Home is required. To perform this remediation which is outside of the original new construction and renovation project it will be necessary to remove in the existing nursing home all the of walls, partitions, showers, sinks and toilets. Through discussion with the New York State Department of Health they agreed since all resident rooms will be gutted that this new construction should be made handicap accessible and we agreed. This redesign will include the reconfiguration to accommodate a new medical record department with appropriate protected storage and a ADA staff bathing and locker facilities.

Amendments:

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	62.000							62.000
State								
Federal								
Other								-
Total Project Cost	62.000	-	-	-	-	-	-	62.000

Albany County Nursing Home Vehicle Replacement

Project Number: N1901

Debt Account: HNN0

Project Description:

Albany County Nursing Home is in need of replacing our current vehicle fleet. The vehicles have been in service many years without replacement and are at end of life. This would include, but not be limited to, stretcher capable vans for transporting our residents to off-site appointments.

Amendment(s): 2025-2029 - Amended to extend time line and increase costs.

Project Status: New Existing 1 Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.350	-	0.250			0.250		0.850
State								
Federal								
Other								-
Total Project Cost	0.350	-	0.250	-	-	0.250	-	0.850

NH Fund Shaker Place Capital Projects

Shaker Place Garage and Parking Lot Extension

Project Number: N2201

Debt Account: _____

Project Description:

To construct a new garage to house the vehicles of Shaker Place Rehabilitation and Nursing Center and to create additional parking facilities across the street at the current DPW worksite. These projects will require the demolishing of buildings on the Shaker Place property and DPW. The new structure will be utilized by both departments. And will include appropriate climate equipment, offices, storage compartments and the roadway to the location will require site work, paving, electric and plumbing. This facility will be utilized by the Department of Public Works as well as Shaker Place and reimbursement will be sought for the portion of the facility that will be utilized by Shaker Place.

Amendment(s): 2023-2027 - Increase costs.

2024-2028 - Pushout end date into 2024 and distribute needed funding over two years.

Project Status:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	9.295	2.000						11.295
State								
Federal								
Other								-
Total Project Cost	9.295	2.000	-	-	-	-	-	11.295

Day Care Center

Project Number: N2202

Debt Account: HNNA

Project Description:

Shaker Place will be renovating/constructing the vacant Shaker Place Wing into a child day care center, following the requirements of the New York Office of Children and Family Services, Division of Child Care Services. This project will include the renovation of existing rooms to suite the child day care program, install and or update the sprinkler and fire alarm system, replace all windows, lighting, bathrooms, flooring and electrical panels and wiring, install HVAC system for air conditioning and heating, create a fenced in outdoor playground, conduct asbestos survey and remove as required by regulation, install security cameras and monitoring system, create new front entrance and furnishings.

Amendment(s): 2023-2027 - Update funding needs.

Project Status:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	4.557	-	-	-	-	-	-	4.557
State								
Federal								
Other								-
Total Project Cost	4.557	-	-	-	-	-	-	4.557

Food Service and Distribution Equipment

Project Number: N2501

Debt Account: _____

Project Description:

Shaker Place provides meal service to the residents with a tray line consisting of transportation and storage equipment. This product line has come to the end of it's useful life and will need to be replaced. In addition to storage and transportation equipment and service equipment including small-wares that are used for distribution, conversion of space in the employee dining area to a multi-use cafe with equipment to prepare, store and sell food to the staff at the facility.

Amendment(s):

Project Status:	<u> </u> 1	<u> </u> New	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		-	0.500	-	-	-	-	0.500
State								
Federal								
Other								-

NH Fund Shaker Place Capital Projects

Total Project Cost	-	-	0.500	-	-	-	-	0.500
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Albany County Nursing Home Capital Plan Summary: All Projects

Project Status: 1 New 6 Existing 1 Amended 0 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	78.658	2.000	0.750	-	-	0.250	-	81.658
State	-	-	-	-	-	-	-	
Federal	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-
Total Project Cost	78.658	2.000	0.750	-	-	0.250	-	81.658

RESOLUTION NO. 308

ADOPTING THE ALBANY COUNTY CAPITAL PROGRAM FOR 2025-2029

Introduced: 5/13/24

By Audit and Finance Committee:

WHEREAS, The Albany County Charter, Art. 6, Sec. 609(b) requires the Albany County Legislature to adopt the Capital Program each year, and

WHEREAS, The County Executive has prepared and submitted a five-year Capital Program for 2025-2029 to this Honorable Body which includes a summary of projects, a list of all capital improvements proposed to be undertaken during the next five fiscal years, cost estimates and recommended time schedules for each improvement, and the proposed methods of financing the facilities to be constructed or acquired, and

WHEREAS, The Clerk of the Legislature published a summary of the Capital Program and public hearing notice in the official newspapers stating the times and locations where copies of the Capital Program have been available for inspection by the public, and

WHEREAS, This Honorable Body held said public hearing on April 23rd, 2024, as published, now, therefore, be it

RESOLVED, That the 2025-2029 Capital Program as set forth in the published summary is hereby adopted by this Honorable Body, and, be it further

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



Daniel P. McCoy
County Executive

Mark S. Olsen
Executive Director

September 23rd, 2024

The Honorable Joanne Cunningham
Chairwoman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairwoman Cunningham:

Shaker Place Rehabilitation and Nursing Center (SPRNC) respectfully requests approval for financing authorization for a food service café and distribution equipment as part of the Albany County 2025 – 2029 Capital Program.

SPRNC requested authorization in the Capital Program to convert space in the employee dining area to provide a multi-use café and equipment to prepare, store and sell food to the staff of the facility. The program will also be used to replace end of life equipment in the facility to provide meals to residents.

The request is for up to \$500,000.00 as noted in the Food Service and Distribution Equipment project in the 2025 – 2029 Capital Program, Project Number N2501.

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

Sincerely,

Mark S. Olsen
Executive Director

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





County of Albany

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

Legislation Text

File #: TMP-5892, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting financing authorization for the Food Service and Distribution Equipment project as part of the 2025 - 2029 Albany County Capital Program for Shaker Place Rehabilitation and Nursing Center.

Date: 9/23/2024
Department: Shaker Place Rehabilitation and Nursing Center
Attending Meeting: Mark S. Olsen
Submitted By: Shawn Thelen
Title: Deputy Executive Director
Phone: 518-447-7108

Purpose of Request: Bond Approval Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

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

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Reso. 308 of 2024, 5/13/2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

This request is for the financing authorization for the Food Service and Distribution Equipment project in the 2025 - 2029 Capital Program.

RESOLUTION NO. 308

ADOPTING THE ALBANY COUNTY CAPITAL PROGRAM FOR 2025-2029

Introduced: 5/13/24

By Audit and Finance Committee:

WHEREAS, The Albany County Charter, Art. 6, Sec. 609(b) requires the Albany County Legislature to adopt the Capital Program each year, and

WHEREAS, The County Executive has prepared and submitted a five-year Capital Program for 2025-2029 to this Honorable Body which includes a summary of projects, a list of all capital improvements proposed to be undertaken during the next five fiscal years, cost estimates and recommended time schedules for each improvement, and the proposed methods of financing the facilities to be constructed or acquired, and

WHEREAS, The Clerk of the Legislature published a summary of the Capital Program and public hearing notice in the official newspapers stating the times and locations where copies of the Capital Program have been available for inspection by the public, and

WHEREAS, This Honorable Body held said public hearing on April 23rd, 2024, as published, now, therefore, be it

RESOLVED, That the 2025-2029 Capital Program as set forth in the published summary is hereby adopted by this Honorable Body, 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.

2025-2029 Capital Plan Summary

Project Status: 5 New 28 Existing 17 Amended 3 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
Civic Center	9.512	2.600	0.000	0.000	0.000	0.000	2.500	14.612
General Services	39.289	25.441	11.203	9.165	8.621	1.077	-13.245	81.551
Information Services	0.850	1.800	0.650	0.200	0.000	0.000	0.000	3.500
Public Works	58.423	31.871	25.127	20.900	7.930	6.250	2.700	153.201
Water Purification	0.150	5.050	20.850	90.000	47.400	16.686	0.000	180.136
Shaker Place	78.658	2.000	0.750	0.000	0.000	0.250	0.000	81.658
Total Project Cost	186.882	68.762	58.580	120.265	63.951	24.263	-8.045	514.658

All amounts listed in this plan are in millions of dollars.

A Fund Civic Center Capital Projects

Upper Level Seating Replacement

Project Number: C1501 **Debt Account:** HKUJ

Project Description: The chairs in the upper level are 25 years old. The lower level seating was replaced in 2010. This plan was originally spread over two years utilizing Facility Fees. Combining the projects into the same year we would realize an approximate savings of \$100,000. Given lead time of the chairs, installation of chairs will begin spring of 2019, purchase of chairs will be in 2018.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1 Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.375	-						3.375
State								
Federal								
Other								-
Total Project Cost	3.375	-	-	-	-	-	-	3.375

Main Arena Sound System

Project Number: C1801 **Debt Account:** HKUW

Project Description: The intent is to design and install a new sound system. The existing system has been maintained for over 20 years. It has been maintained and still operates, but the sound quality is failing. The components are outdated and difficult to replace. There are few assisted listening devices active. The purchase of over 200 units will be needed to keep up with Americans With Disabilities Act (ADA) code.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1 Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.950	0.850						1.800
State								-
Federal								
Other								
Total Project Cost	0.950	0.850	-	-	-	-	-	1.800

WiFi

Project Number: C1802 **Debt Account:** HKUX

Project Description: The wireless network system in the building has been pieced together over the years. The system does not have the capacity for the growing needs of the shows, media and patrons. The wired network has been upgraded. The awards of the National Collegiate Athletic Association (NCAA) Basketball Championship has put the need of this project to forefront to accommodate National Media needs.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1 Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.826							0.826
State								
Federal								
Other								-
Total Project Cost	0.826	-	-	-	-	-	-	0.826

A Fund Civic Center Capital Projects

Arena Equipment Replacement

Project Number: C1901

Debt Account: HKUY

Project Description:

All equipment is at least 15 years old. Replace staging that is old and degrading. Spotlights are in need of frequent repair and replacement parts. Existing barricade lacks step to assist patrons from GA floor. The turnstiles are needed for accurate counts of patrons entering. Forklifts are up in age. The West End curtains will cover the lights in the suites for end stage shows that production often have concerns about during shows.

Amendment(s):

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other	County	0.597							0.597
	State								
	Federal								
	Other								-
Total Project Cost		0.597	-	-	-	-	-	-	0.597

Replacement of Chiller, BMS Control, Concourse heat/Fan Coil Replacement, Lighting Upgrade

Project Number: C1902

Debt Account: HKUZ

Project Description:

Comfort Chiller is original to building construction and is past its useful life. The work for this project would also include replacement of motors, pumps, valves and suction diffusers. This work will offer significant energy reduction savings. This project is needed to run the building more efficiently and help accommodate the increased building load of the front atrium enclosure. Building sealing is needed to prevent loss of conditioned air. Concourse heat is needed rather than ambient from arena bowl. Additional BMS controls to automate more systems for energy conservation. Lighting upgrades are to replace high energy consumption bulbs.

Amendment(s):

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other	County	1.950			-	-	-	-	1.950
	State								
	Federal								
	Other								-
Total Project Cost		1.950	-	-	-	-	-	-	1.950

Arena Floor, Kitchen Floor, Quad Stairs Refinishing and Atrium door patching

Project Number: C1903

Debt Account: HKUZ

Project Description:

The main arena floor has sustained several significant gouges. Rebar is showing in several areas. There have been several attempts to patch, but they continue to come out. The kitchen floor has had years of wear and tear. The existing floor covering is coming up in pieces and makes the kitchen look unsanitary. The Quad stairs going to the bathrooms stick out because it sits next to the refinished concourse and bathroom lobby floors.

Amendment(s):

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other	County	0.500							0.500
	State								
	Federal								
	Other								-
Total Project Cost		0.500	-	-	-	-	-	-	0.500

A Fund Civic Center Capital Projects

Loading Dock Renovation

Project Number: C1904

Debt Account: HKUZ

Project Description: Design and construction of loading dock platforms, doors and bays. Trucks have found it increasingly more difficult to back into the dock area. The dock plates are old and in constant need of adjustment. Weather proof doorways to keep the elements out.

Amendment(s): 2023-2027 - Push out end date.

Project Status:	<u> </u> New	<u> </u> 1	Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other		0.500	-	-					0.500
									-
Total Project Cost		0.500	-	-	-	-	-	-	0.500

Additional Show Power and Transformer Replacement

Project Number: C2001

Debt Account: HKUZ

Project Description: Events are getting bigger and their expectations are higher. We have 2000 amps of show power. Shows often require more and they need to bring in a generator. This may make the building less desirable to put a show in than the next arena. There is available power in our switchgear, but work is needed to extend it and make it available. There are also several transformers that are over 20 years old and should be replaced before they fail.

Amendment(s): 2022-2026 - increase cost.

2023-2027 - updatd funding needs.

Project Status: _____	New	_____ 1 _____	Existing	_____ Amended _____	_____ Continual _____	_____ Completed _____		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other	0.506							0.506
								-
Total Project Cost	0.506	-	-	-	-	-	-	0.506

Low Roof Replacement

Project Number: C2002

Debt Account: HKUZ

Project Description: The low roof is the last of the roofs that need replacement. There have been several leaks over renovated areas that need patching. The leaks seem to be coming from age, seals coming loose and general wear and tear.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other	0.308							0.308
								-
Total Project Cost	0.308	-	-	-	-	-	-	0.308

A Fund Civic Center Capital Projects

Stairwell Enclosure | Concourse | Flooring

Project Number: C2201

Debt Account: _____

Project Description:

The stairwells on the East side of the arena has been unsightly due to being unable to keep wildlife out. There have been multiple attempts by several means with no success. Enclosing these stairwells will allow us to keep animals out. It will also provide an extra level of security and utility savings to the adjacent area. There are multiple railings that are determined due to street salt and weather damage. There are various concrete steps / facades that need reconstruction or replacing around the entire property. The concourse entrance from the MVP Arena garage could be utilized as a revenue generating event space. We are looking to add a cooler to the concourse level for concessions to restock the stands quicker. The stairs going from the concourse level to the bathroom lobbies are the only flooring area that has not been refinished and we are looking to have completed. Refinishing the kitchen floor will also be included in this project.

Amendment(s): 2023-2027 - Incorporating Concourse and Flooring project.

Project Status: _____		New	1	Existing	_____ Amended _____		Continual	_____ Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other		2.500							2.500
Total Project Cost		2.500	-	-	-	-	-	-	2.500

Network Bandwidth Upgrade

Project Number: C2301

Debt Account: _____

Project Description:

The arena network was upgraded in 2017. The capacity of the system can handle 1 gigabyte of bandwidth which was adequate at the time. Increased event needs have required the arena to order temporary internet services to run outside the system firewalls and protections.

Amendment(s): 2024-2028 - Amended to push out project date.

Project Status: _____		New	_____ 1 _____	Existing	_____ Amended _____	_____ Continual _____	_____ Completed		
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other			0.250						0.250
									-
Total Project Cost		-	0.250	-	-	-	-	-	0.250

Upper Level Curtain Replacement

Project Number: C2501

Debt Account: _____

Project Description:

The existing curtains were installed in 1993 and have been maintained and operational since. The curtain motor, wires and material are starting to age and have been in need of more significant repair. Safety lines need to be added to the truss so lifts will not be needed to access the curtain areas for repairs or other needs.

Amendment(s):

Project Status: <u>1</u> New		Existing		Amended		Continual		Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other			1.500						1.500
									-
Total Project Cost		-	1.500	-	-	-	-	-	1.500

A Fund Civic Center Capital Projects

Civic Center Capital Plan Summary: All Projects

Project Status: <u> 1 </u> New <u> 11 </u> Existing <u> 0 </u> Amended <u> 0 </u> Continual <u> 0 </u> Completed								
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	9.512	2.600	-	-	-	-	2.500	14.612
State	-	-	-	-	-	-	-	-
Federal	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
Total Project Cost	9.512	2.600	-	-	-	-	2.500	14.612

A Fund General Services Capital Projects

Vehicle and Truck Replacement Project

Project Number: B1201

Debt Account: HH07

Project Description: This project would replace fleet pool vehicles in accordance with our Department Vehicle Replacement Plan. This plan would replace 11 +/- vehicles per year for the next 2 years and the vehicles being replaced are 10 years old or older. This project was amended to change the completion date to 2027.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> Existing	<u> </u> Amended	<u> </u> 1	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	2.039	0.500	0.500	0.500	0.500			4.039
State								-
Federal								
Other								-
Total Project Cost	2.039	0.500	0.500	0.500	0.500	-	-	4.039

County-wide Facilities Evaluation

Project Number: B1501

Debt Account: HKUV

Project Description: Many of the County's facilities are aged and would benefit from a structural and engineering evaluation. The proposed evaluation will allow the County to make the best use of its resources. This project will include evaluation and engineering fees starting in 2015, with any construction beginning in the out years.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1	Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County State Federal Other		1.350							1.350
									-
									-
Total Project Cost		1.350	-	-	-	-	-	-	1.350

Renovation of Shaker Complex

Project Number: B1601

Debt Account: HHSA

Project Description: This project is to renovate and reconstruct County facilities including roofs at the historic Shaker site. This is being done alongside a \$500,000 grant (reimbursement) from NY State for this purpose.

Amendment(s): 2023-2027 - Moved from NH plan. Increased costs.

Project Status:	<u> </u> New	<u> </u> 1	Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
	County	0.500	0.800						1.300
	State		(0.500)						(0.500)
	Federal								
	Other								-
Total Project Cost		0.500	0.300	-	-	-	-	-	0.800

A Fund General Services Capital Projects

Youth Facility Renovation & Upgrade

Project Number: B1902

Debt Account: HHW0

Project Description:

The State of New York has stipulated that Albany County modify / renovate their youth facilities to be more conducive to both the age & sex of the child. Therefore, we must address revamping our facilities at DCYF as well as Family Court to comply. Initial cost estimate of the NYS project is \$22.3 million to be split 89% NYS and 11% of four municipalities. DASNY will bond \$16.120 million plus utilize Albany County previous bond of \$6.2 million according to Resolution No. 18-570. County shares are 6.73% Albany; 1.79% Schenectady; 1.79% Rensselaer and .89% Saratoga, plus NYS share of 88.8%. The scope of the makeover project shall include, but are not limited to, design fees, HVAC modification, renovation and fit-up of viewing rooms & common areas, electrical, plumbing & bathroom facilities, painting & carpeting as well as furniture & fixtures. Reimbursement will be long term, over approximately a 20 year period.

Amendment(s): 2023-20207 - Extended reimbursement time line.

2024-2028 - Included additional year of reimbursement.

2025-2029 - amend funding to show full project cost and expand scope.

Project Status:	New	Existing	1	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029 - 2040	Total
County	22.320							22.320
State	(1.352)	(0.759)	(0.797)	(0.835)	(0.879)	(0.923)	(14.245)	(19.790)
Federal								
Other	(0.068)							(0.068)
Total Project Cost	20.900	(0.759)	(0.797)	(0.835)	(0.879)	(0.923)	(14.245)	2.530

Building Renovations at 175 Green St. & 240,250 & 260 S Pearl St

Project Number: B2001

Debt Account: HHYZ

Project Description:

As part of our continuing program to maintain existing facilities, this project addresses the building renovations at our structures located at 175 Green St., 240, 250 & 260 S. Pearl St. Improvements will primarily focus on HVAC, mechanicals, generators & energy management systems, construction fit-up costs (retro fit /office build out), design fees, office moving & relocation fees, painting & carpeting, the parking lot (paving & striping), and fencing. We anticipate this project to be completed in three to four years.

Amendment(s): 2022-2026 - increase total cost

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.500	4.500	-	-	-	-	-	5.000
State								-
Federal								
Other								-
Total Project Cost	0.500	4.500	-	-	-	-	-	5.000

A Fund General Services Capital Projects

Parking Facility Renovations

Project Number: **B2002**

Debt Account: _____

Project Description: The purpose of this project is to address the ongoing needed parking facility renovation, preservation /upkeep to County owned garages & facilities. We are proposing this plan to address the overall concern over the needed maintenance. The project has a projected completion date of 2024.

Amendment(s): 2022-2026 - extend timeline

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	2.000	-						2.000
State								
Federal								-
Other								-
Total Project Cost	2.000	-	-	-	-	-	-	2.000

Albany County Green Capital Projects

Project Number: **B2201**

Debt Account: **HHG4**

Project Description: This project will include the purchase of some electric vehicles and zero emission vehicles. It will also include some infrastructure improvements with renewable energy technology and energy efficient improvements. This year's request positions the County to make additional investments in renewable energy generation and clean heating and cooling of County facilities.

Amendment(s): 2024-2028 - Project amended to add funding to outer years and expand scope.

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	2.000	9.400	1.000	1.000	1.000	1.000	1.000	16.400
State								-
Federal								
Other								-
Total Project Cost	2.000	9.400	1.000	1.000	1.000	1.000	1.000	16.400

Various Building Upgrades & Improvements

Project Number: **B2301**

Debt Account: _____

Project Description: This project will address the long term improvements to any / all County owned and operated facilities. Improvements will include, but not limited to, various upgrades such as mechanicals, HVAC, chillers, electrical, roofs, painting/carpeting, energy management systems, department moving & relocation costs, and engineering, structural, & property evaluations. NOTE: this project replaces several projects including, but not limited to, the County Office Building project, Facility Improvement Project, and the Office Modernization Project. These projects will generally have a useful life of 15 – 20 years.

Amendment(s): 2024-2028 - Amended to clarify scope and increase funding needs.

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	7.000	7.000	7.000	5.000	5.000		-	31.000
State								-
Federal								
Other								-
Total Project Cost	7.000	7.000	7.000	5.000	5.000	-	-	31.000

A Fund General Services Capital Projects

County Facility Roof Renovations

Project Number: B2302

Debt Account: _____

The purpose of this project is to address the ongoing needed repair / restoration to the roofs of various County owned properties. We are proposing this plan to address the overall concern over the necessary maintenance.

Amendment(s): _____

Project Status:	<u> </u> New	<u> </u> 1 Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	-	1.500	0.500	0.500				2.500
State								-
Federal								
Other								-
Total Project Cost	-	1.500	0.500	0.500	-	-	-	2.500

Various Mechanical Upgrades & Improvements

Project Number: B2303

Debt Account: _____

As part of our efforts to maintain any/all existing facilities, this project will address any mechanical repairs to our existing properties. These improvements will generally include, but not be limited to, all HVAC repairs, all energy management system improvements, all chiller repairs, and all electrical repairs. Improvements will generally have a useful life of 7 – 12 years.

Amendment(s): 2024-2028 - Amended to clarify scope and increase funding needs.

Project Status:	<u> </u> New	<u> </u> 1 Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.000	3.000	3.000	3.000	3.000	1.000		16.000
State								-
Federal								
Other								-
Total Project Cost	3.000	3.000	3.000	3.000	3.000	1.000	-	16.000

General Services Capital Plan Summary: All Projects

Project Status: 0 New 8 Existing 1 Amended 1 Continual 0 Completed |

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	40.709	26.700	12.000	10.000	9.500	2.000	1.000	100.909
State	(1.352)	(1.259)	(0.797)	(0.835)	(0.879)	(0.923)	(14.245)	(20.290)
Federal	-	-	-	-	-	-	-	
Other	(0.068)	-	-	-	-	-	-	(0.068)
Total Project Cost	39.289	25.441	11.203	9.165	8.621	1.077	(13.245)	80.551

A Fund Information Services Capital Projects

Core Switch and Telephone replacement and Data Closet Upgrade

Project Number: 12301

Debt Account:

Project Description:

The County is in need of replacing and upgrading some of our core IT equipment at various County owned sites. The priority projects at this time include, but are not limited to, our telephone system, data closet switches, switching equipment, server room infrastructure, core network switches and related equipment. These projects will support more efficient and faster data.

Amendment(s):

Project Status: 0 New 0 Existing 0 Amended 1 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.850	0.400	0.650	0.200				2.100
State								-
Federal		1.400						1.400
Other								-
Total Project Cost	0.850	1.800	0.650	0.200	-	-	-	3.500

Department of Information Services Capital Plan Summary: All Projects

Project Status: 0 New 0 Existing 0 Amended 1 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.850	0.400	0.650	0.200	-	-	-	2.100
State	-	-	-	-	-	-	-	-
Federal	-	1.400	-	-	-	-	-	1.400
Other	-	-	-	-	-	-	-	-
Total Project Cost	0.850	1.800	0.650	0.200	-	-	-	3.500

D - DM Fund Public Works Capital Projects

CR 157, SR 155 Watervliet-Shaker Road (New Karner Road to Sand Creek Road) [Airport Area FGEIS]

Project Number: D0101

Debt Account: HHYB

Project Description: This project is Phase 3 of the Watervliet-Shaker Road Realignment Project. The section of Watervliet-Shaker Road (WSR) included in this project extends from New Karner Rd. to Sand Creek Rd. The project includes reconstruction and widening of approximately 0.75 miles of CR157 which could include the addition of a center or two additional lanes (depending on traffic study outcome), a new traffic signal at the intersection of New Karner Rd. and WSR, drainage improvements and new pavement. This last phase will complete the Albany-Shaker Rd/WSR Airport Improvement Project started in 2001.

Amendment(s): 2022-2026 - reflect an updated construction cost and completed SEQR.
2023-2027 - Add another year and increase costs.
2024-2028 - Amended to reflect a new construction completion date.
2025-2029 - Increase cost and push out completion date.

Project Status:	<u>New</u>	<u>Existing</u>	<u>1</u>	<u>Amended</u>	<u>Continual</u>	<u>Completed</u>		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	8.381	2.100						10.481
State								-
Federal								-
Other								-
Total Project Cost	8.381	2.100	-	-	-	-	-	10.481

Highway Pavement Recycling Projects

Project Number: D1102

Debt Account: HHT8

Project Description: Rehabilitation of several lane miles of County Roadways by Cold in Place Recycling pavement, re-establishing binder course and repaving entire road with 2" of top course asphalt . This pavement process is a very cost effective method of rehabilitating certain low traffic volume, rural County roadways.

Amendment(s):

Project Status:	<u>New</u>	<u>Existing</u>	<u>Amended</u>	<u>1</u>	<u>Continual</u>	<u>Completed</u>		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	10.700	1.250	1.250	1.250	1.250	1.250	1.250	18.200
NY State								-
Federal								-
Other								
Total Project Cost	10.700	1.250	1.250	1.250	1.250	1.250	1.250	18.200

New Karner Road (NY 155) From US 20 to NY 5: Corridor Improvements

Project Number: D1103

Debt Account: HHT7

Project Description: The project involves pavement rehabilitation, safety improvements, signal timing updates and addition of complete streets components along New Karner Road (NY 155) from US 20 to Watervliet Shaker Road. Added the inclusion of a potential roundabout or diverging left at the Washington Ave Extension Intersection and the costs are also included.

Amendment(s): 2023-2027 - Push out start date and increase costs.
2024-2028 - Increase costs and updated completion date.
2025-2029 - Push out completion date and increase costs.

Project Status:	<u>New</u>	<u>Existing</u>	<u>1</u>	<u>Amended</u>	<u>Continual</u>	<u>Completed</u>		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.650	6.690	8.000					15.340
NY State								-
Federal	(0.520)	(5.352)	(8.000)					(13.872)
Other								-

D - DM Fund Public Works Capital Projects

Total Project Cost	0.130	1.338	-	-	-	-	-	1.468
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Vehicle and Truck Replacement

Project Number: D1104 **Debt Account:** HHYB

Project Description: This project would replace heavy-duty trucks and equipment and light-duty pickup trucks and cars in accordance with our Department Vehicle and Equipment Replacement Plan.

Amendment(s):

Project Status: <u> </u> New		<u> </u> Existing		<u> </u> Amended		<u> </u> 1	Continual	<u> </u> Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County NY State Federal Other		11.048	1.450	1.600	1.450	1.450	1.450	1.450	19.898
									-
									-
									-
Total Project Cost		11.048	1.450	1.600	1.450	1.450	1.450	1.450	19.898

Traffic Sign Compliance Project

Project Number: D1201 **Debt Account:** HHSB

Project Description: This project will ensure that the County of Albany complies with Federal and State regulations contained in the national Manual on Uniform Traffic Control Devices and the New York State Supplement to the Manual on Uniform Traffic Control Devices, primarily regarding traffic sign retro reflectivity (night-time visibility). All regulatory, warning and guide signs other than street name signs must meet minimum requirements for retro reflectivity as they are replaced. There are close to 8,000 signs on County roadways, in various conditions.

Amendment(s):

Project Status: _____		New	1	Existing	_____	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County NY State Federal Other		1.375	-						1.375	
									-	
									-	
									-	
Total Project Cost		1.375	-	-	-	-	-	-	1.375	

DPW Facilities Assessment/Building/Salt Sheds/Fuel Monitoring System

Project Number: D1501 **Debt Account:** HHT7

Project Description: This project is an assessment to determine the feasibility of renovation or replacement of DPW facilities, buildings, salt sheds, and the fuel monitoring system. (Will also explore shared services)

Amendment(s): 2023-2027 - Added fuel remediation project to this project.

Project Status: _____		New	1	Existing	_____	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County NY State Federal Other		0.700	0.650						1.350	
									-	
									-	
									-	
Total Project Cost		0.700	0.650	-	-	-	-	-	1.350	

D - DM Fund Public Works Capital Projects

Krumkill Rd. Truss over Normanskill Bridge

Project Number: D1806

Debt Account: HHT8

Project Description:

Krumkill Rd. Truss over Normanskill Bridge Rehabilitation Project - BIN 3301270 Rehabilitation of a 137' x 29' steel truss structure. The bridge was built in 1939 and has undergone a few repairs over the past years. The bridge will be stripped and repainted along with minor repairs to the truss as part of this project. The bridge is located in the Town of New Scotland.

Amendment(s): 2022-2026 - new construction year and update project costs.

2023-2027 - Increase costs.

2025-2029 - Push out completion date.

Project Status:	<u> </u> New	<u> </u> Existing	<u>1</u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.673							1.673
NY State								-
Federal								-
Other								-
Total Project Cost	1.673	-	-	-	-	-	-	1.673

HHRT Bridge over State RTE 85

Project Number: D1904

Debt Account: HHT8

Project Description:

Replacement of the existing HHRT Bridge (BIN 7032650) over New Scotland Road (State RTE 85) with a pedestrian structure. The existing girder and floor beam structure was built approximately in 1912. It is located in the Town of Bethlehem. The bridge is not currently posted as it is used for pedestrian traffic only, however advanced section loss in the many of the steel columns combined with severe impact distortion to two columns makes this bridge a candidate for replacement. The bridge also has substandard vertical clearance of 12'-2", 14' is the required minimum. Emergency repairs were performed in January of 2019 to address structural issues with two support columns.

Amendment(s): 2022-2026 - new construction completion date

2023-2027 - Push out construction completion date and increase costs.

2024-2028 - Amended to increase costs.

2025-2029 - Push out completion date and increase State funding.

Project Status:	<u> </u> New	<u> </u> Existing	<u>1</u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.966	0.200						4.166
NY State	(0.320)	(0.188)						(0.508)
Federal								-
Other								-
Total Project Cost	3.646	0.012	-	-	-	-	-	3.658

CR352 over Fox Creek Bridge Replacement Project - BIN-3301400

Project Number: D2003

Debt Account: HHT8

Project Description:

This project will replace the existing 40' long x 30' wide Inverse Structure over Fox Creek (BIN 3301400) in the Town of Rensselaerville. Minor approach work and new railing will be included in the project.

Amendment(s): 2022-2026 - new construction year and updated construction cost

2023-2027 - Push out construction completion date and increase costs.

2024-2028 - Amended to increase costs.

Project Status:	<u> </u> New	<u>1</u>	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	3.870							3.870
NY State								-
Federal								-
Other								-

D - DM Fund Public Works Capital Projects

Total Project Cost	3.870	-	-	-	-	-	-	3.870
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CR405 over 8 Mile Creek Culvert Replacement

Project Number: D2004

Debt Account: HHYB

Project Description: This project replaces the existing triple, 60 foot long, 4 foot diameter corrugated metal pipe culverts with a single pre-cast concrete box culvert. The project is in the Town of Westerlo. Minor approach work and new railing will be included.

Amendment(s): 2022-2026 - New construction year and to update design and construction costs.

We applied for Bridge NY funding for this project. Funding for Bridge NY expected December 2021.

2023-2027 - Push out start date and increase costs.

2024-2028 - Push out start date and increase costs.

2025-2029 - Push out completion year and increase costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.700							1.700
NY State								-
Federal								-
Other								-
Total Project Cost	1.700	-	-	-	-	-	-	1.700

CR 412 Culvert Replacement Project

Project Number: D2005

Debt Account: HHT7

Project Description: This project was previously programmed as two separate projects in the capital plan. They were combined in an effort to save on construction costs. Two Culvert replacement projects on CR412 in the Town of Westerlo were combined into one project. Site 1 is located Just South of the Berne/Westerlo Line and Site 2 is located 0.25miles North of Slade Hill Rd. The existing corrugated metal pipes and reinforced concrete pipe culverts will be replaced with precast concrete box culverts.

Amendment(s): 2022-2026 - new construction completion date.

2023-2027 - Push out end date and increase costs.

2025-2029 - Pushout completion date.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.200							1.200
NY State								-
Federal								-
Other								-
Total Project Cost	1.200	-	-	-	-	-	-	1.200

Construction New Garage Buildings with Office Space for Various Subdivisions

Project Number: D2204

Debt Account: HHT8

Project Description: The project description was amended to add money for new and existing highway garages and outbuildings at various subdivisions in addition to planning and design work, as well as an update to the project completion date. This project will construct and provide furnishings for new highway garages and office space at various subdivisions. The existing structures are beyond their useful life. The new structures will be large enough to house our plow trucks and heavy equipment and will save on future energy costs. Deficiencies noted in the "Department of Public Works Facility Assessment" report by C&S Companies in 2016, noted extensive structural, mechanical, and electrical system repairs are needed at various locations. The existing structures, are undersized and deteriorated to the point that rehabilitation is not cost effective.

Amendment(s): 2023-2027 - Increase costs and combine with facilites project.

2024-2028 - Increase costs and expand scope to various substations.

2025-2029 - Expand scope of project and increase costs.

D - DM Fund Public Works Capital Projects

Project Status: _____ New _____ Existing 1 Amended _____ Continual _____ Completed

D - DM Fund Public Works Capital Projects

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	10.250	3.000	8.000	10.000				31.250
NY State		(0.380)						(0.380)
Federal								-
Other								-
Total Project Cost	10.250	2.620	8.000	10.000	-	-	-	30.870

Various Bridge Deck Replacements

Project Number: D2205 **Debt Account:** HHYB

Project Description: This project will replace the deteriorated wooden bridge decks on three Ohio Truss structures in the Town of New Scotland. The bridges are as follows: BIN 3301340- Old Plank Rd. over Onesquethaw Creek, BIN 3301310 - Onesquethaw Creek Rd. over Onesquethaw Creek and BIN 3301300- Rowe Rd. over Onesquethaw Creek. Minor work will be done on approaches, railings bearings and substructures.

Amendment(s): 2023-2027 - Decreased design and CI costs, increased construction costs.
2024-2028 - Extend project timeline.
2025-2029 - Pushout completion date.

Project Status: New Existing 1 Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.450							1.450
NY State								-
Federal								-
Other								-
Total Project Cost	1.450	-	-	-	-	-	-	1.450

Albany County Culvert Replacements and Rehabilitation

Project Number: D2301 **Debt Account:** HHYB

Project Description: As part of maintenance operations, culverts on County roadways occasionally need to be rehabilitated or replaced. This project involves construction and reconstruction of various culverts in Albany County, as well as development of a county wide culvert inventory. Including, but not limited to, CR 111 over Unnamed Creek in Coeymans, CR 358 over Unknown Creek in the Town of Rensselaerville, CR 308 over Vlomankill in the Town of New Scotland, CR 411 over Silver Creek, in the Town of Westerlo, CR 53 over Coeymans Creek in the Town of Coeymans and CR 301 over a tributary to the Onesquethaw in the Town of New Scotland. This work also includes minor stream and approach work and installation of new guide rail where needed.

Amendment(s): 2024-2028 - Amended to increase costs and push out completion date.
2025-2029 - Amended to expand scope of projects.

Project Status: New Existing 1 Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.500	5.045	0.500	3.000	0.750			9.795
NY State								-
Federal		1.250						1.250
Other								-
Total Project Cost	0.500	6.295	0.500	3.000	0.750	-	-	11.045

D - DM Fund Public Works Capital Projects

Albany County Bridge Replacements and Rehabilitation

Project Number: D2302

Debt Account: HHYB

Project Description: As part of maintenance operations, bridges on County roadways occasionally need to be rehabilitated or replaced. This project involves construction and reconstruction of various bridges in Albany County, including, but not limited to, CR 352 (Fox Creek Rd.) over Fox Creek in the Town of Rensselaerville (BIN 3301500), CR 2 over Fox Creek in the Town of Berne (BIN 3300860), CR 53 over Onesquethaw Creek in the Town of Bethlehem (BIN 3301020), CR 111 over Hannacroix Creek in the Town of Coeymans (BIN 3301090 & BIN 3301070), CR 106 over Hannacroix Creek in the Town of Coeymans (BIN 3301100), CR 406 over the Basic Creek in the Town of Westerlo (BIN 3301560), CR 201 over Black Creek in the Town of Guilderland (BIN 3301160), CR 357 over 10 Mile Creek in the Town of Rensselaerville (BIN 3301460), CR 102 over Onesquethaw Creek in the Town of Bethlehem (BIN 3301040). This work also includes minor stream and approach work, installation of new guide rail and acquisition of ROW when needed.

Amendment(s): 2024-2028 - Amended to increase costs and push out completion date.
2025-2029 - Increase cost and updt fundng schedule.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	1.000	2.500	4.000	4.700	3.350	3.550		19.100
NY State		-	(2.473)	-	(2.870)			(5.343)
Federal								-
Other								-
Total Project Cost	1.000	2.500	1.527	4.700	0.480	3.550	-	13.757

Albany Shaker Road Corridor Enhancements

Project Number: D2303

Debt Account:

Project Description: This project is part of the 2022-2027 TIP program. It would design the following: safety improvements at the intersection of Albany Shaker Rd. (ASR) and Everett Rd. (CR 155); safety and operational improvements at the intersection of ASR and Osborne Rd., left turn lanes at the Crossings/Emerich Rd. intersection and low cost changes at the Maxwell Rd. roundabout to reduce crashes. In addition, the project would design sidewalks along the corridor where practical and make ADA improvements.

Amendment(s): 2025-2029 - Push out completion date.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		0.780						0.780
NY State		(0.624)						(0.624)
Federal								-
Other								-
Total Project Cost	-	0.156	-	-	-	-	-	0.156

Improvement and Acquisition of Albany County Recreational Facilities

Project Number: D2304

Debt Account: HHYA

Project Description: The purpose of the project is to improve and acquire recreational areas and facilities for the residents of Albany County, including, but not limited to the Albany County Rail Trail, Lawson Lake & Ann Lee Pond.

Amendment(s): 2024-2028 - Increase costs
2025-2029 - Increase project costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.550	12.000	10.000					22.550
NY State								-
Federal								-
Other								-

D - DM Fund Public Works Capital Projects

Total Project Cost	0.550	12.000	10.000	-	-	-	-	22.550
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Rail Trail Pedestrian Bridge Rehabilitation

Project Number: D2305

Debt Account: _____

Project Description: This project will design plans and investigate grant funding to rehabilitate various Albany County Rail Trail Bridges.

Amendment(s): 2025-2029 - Expand scope of project and increase costs.

Project Status: _____		New		Existing		1		Amended		Continual		Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total				
County				0.250	0.500				0.750				
NY State									-				
Federal									-				
Other									-				
Total Project Cost		-	-	0.250	0.500	-	-	-	0.750				

Potter Hollow Creek (CR 354) Stream Bank Stabilization

Project Number: D2306

Debt Account: _____

Project Description: This project will design stream bank stabilization along a ¼ mile length of Potter Hollow Creek in order to prevent washout of material behind our bridge wingwall on CR 354 over Potter Hollow Creek, (BIN 3301360). Included in the design will be grant writing to secure funding to construct the project.

Amendment(s): 2025-2029 - Pushout completion date and increase costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County NY State Federal Other		0.250		0.250					0.500
									-
									-
									-
Total Project Cost		0.250	-	0.250	-	-	-	-	0.500

DPW Highway and Trail Improvement Projects

Project Number: D2401

Debt Account: HHYB

Project Description: This project will design and construct various highway and trail improvements. Improvements include but are not limited to repair of slope failures as well as intersection, pedestrian and bicycle safety improvements.

Amendment(s): 2025-2029 - Expand scope of project and increase costs.

Project Status:	<u> </u> New	<u> </u> Existing	<u> 1 </u>	Amended	<u> </u>	Continual	<u> </u>	Completed	
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total
County NY State Federal Other			0.500	0.900					1.400
									-
									-
									-
Total Project Cost		-	0.500	0.900	-	-	-	-	1.400

Albany Shaker Road Rehabilitation From CR155 to SR7

Project Number: D2501

Debt Account: _____

Project Description: This project includes rehabilitation of Albany Shaker Road between Watervliet Shaker Rad and SR7. Pavement rehabilitation, signal upgrades and drainage improvements are included in this project.

Amendment(s): _____

Project Status:	<u> 1 </u> New	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed
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D - DM Fund Public Works Capital Projects

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County			0.350		4.000			4.350
NY State								-
Federal								-
Other								-
Total Project Cost	-	-	0.350	-	4.000	-	-	4.350

Paving - Other than Roadways

Project Number: D2502

Debt Account: _____

Project Description: This project will pave County owned parking lots and other County owned areas in need of paving that are not roadways. The project also includes sidewalk and ADA improvements where necessary.

Amendment(s): _____

Project Status: 1 New Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		1.000	0.250					1.250
NY State								-
Federal								-
Other								-
Total Project Cost	-	1.000	0.250	-	-	-	-	1.250

Various Traffic Signal Upgrades

Project Number: D2503

Debt Account: _____

Project Description: This project will evaluate existing County owned traffic and pedestrian signals and design, purchase and install any necessary upgrades.

Amendment(s): _____

Project Status: 1 New Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County			0.250					0.250
NY State								-
Federal								-
Other								-
Total Project Cost	-	-	0.250	-	-	-	-	0.250

Public Works Summary of All Projects

Project Status: 3 New 3 Existing 15 Amended 2 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	59.263	37.165	35.600	20.900	10.800	6.250	2.700	172.678
NY State	(0.320)	(1.192)	(2.473)	-	(2.870)	-	-	(6.855)
Federal	(0.520)	(4.102)	(8.000)	-	-	-	-	(12.622)
Other	-	-	-	-	-	-	-	-
Total Project Cost	58.423	31.871	25.127	20.900	7.930	6.250	2.700	153.201

G Fund Water Purification Capital Projects

North and South Plant HVAC Upgrades

Project Number: G2301

Debt Account: _____

Project Description: Project to include the study, design, and construction of improvement to existing HVAC systems at both the North and South treatment plants. Existing HVAC systems at both facilities are at the end of their useful life.

Amendment(s): 2024-2028 - Increase Costs.

Project Status: _____		New	1	Existing	_____	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County State Federal Other			0.150	1.350					1.500	
									-	
									-	
									-	
Total Project Cost		-	0.150	1.350	-	-	-	-	1.500	

North Plant Treatment Process Improvements

Project Number: G2401

Debt Account: _____

Project Description: Project will include improvements to unit treatment process associated with the North Plant. Phase 1 of the project will include replacement of the mechanical screens, grit system, primary and secondary clarifiers, plant water pumps and upgrades to the high voltage electrical system. Upgrades have been identified in a 2023 Capital Study that is currently being finalized. Grouping projects together will allow the District to maximize the potential for grant opportunities in the coming years.

Amendment(s): 2025-2029 - cost of project amended to account for EFC fees.

Project Status: _____		New	_____	Existing	_____	1	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total		
County State Federal Other Approp			0.100	5.000	45.000	19.900	2.294		72.294		
									-		
									-		
		0.150	0.150						0.300		
Total Project Cost		0.150	0.250	5.000	45.000	19.900	2.294	-	72.594		

South Plant Treatment Process Improvements

Project Number: G2402

Debt Account: _____

Project Description: Project will include improvements to unit treatment process associated with the North Plant. Phase 1 of the project will include replacement of the mechanical screens, grit system, primary and secondary clarifiers, plant water pumps and upgrades to the high voltage electrical system. Upgrades have been identified in a 2023 Capital Study that is currently being finalized. Grouping projects together will allow the District to maximize the potential for grant opportunities in the coming years.

Amendment(s): 2025-2029 - cost of project amended to account for administration fees from EFC.

Project Status: _____		New	_____	Existing	_____	1	Amended	_____	Continual	_____	Completed
Authorized Funding		Pre-2024	2024	2025	2026	2027	2028	2029	Total		
County State Federal Other Approp.				3.000	25.000	7.500	5.392		40.892		
									-		
									-		
			0.150						0.150		
Total Project Cost		-	0.150	3.000	25.000	7.500	5.392	-	41.042		

G Fund Water Purification Capital Projects

Sludge Processing Improvements

Project Number: **G2501**

Debt Account: _____

Project Description:

Project to include the study, design and construction of improvements to the existing sludge processing systems. Project will be broken up into phases. Phase 1 work will include improvements to the North Plant incinerators, sludge mixing and dewatering systems. Phase 2 work will include work to consolidate sludge operation to the North Plant via a new sludge force main and upgrades to the North Plant incinerator emissions controls. The final scope for Phase 2 emission controls is still being negotiated with DEC. Project has been amended to include the Phase 2 work and the work associated with the Septage and FOG receiving station project. Phase 1, Phase 2 and Septage/FOG receiving work has been consolidated into a single comprehensive project to take advantage EFC funding opportunities, namely the Bipartisan Infrastructure Grant and 0% hardship financing. District will be pursuing additional grants with EFC in 2024.

Amendment(s):

Project Status:	1	New	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		1.000	11.500	20.000	20.000	9.000		61.500
State								-
Federal		3.500						3.500
Other								-
Total Project Cost	-	4.500	11.500	20.000	20.000	9.000	-	65.000

Water Purification District Capital Plan Summary: All Projects

Project Status:	<u>1</u> New	<u>1</u> Existing	<u>2</u> Amended	<u>0</u> Continual	<u>0</u> Completed				
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County	-	1.250	20.850	90.000	47.400	16.686	-	176.186	
State	-	-	-	-	-	-	-	-	
Federal	-	3.500	-	-	-	-	-	3.500	
Other	0.150	0.300	-	-	-	-	-	0.450	
Total Project Cost	0.150	5.050	20.850	90.000	47.400	16.686	-	180.136	

NH Fund Shaker Place Capital Projects

Albany County Nursing Common Areas Renovations

Project Number: N1501

Debt Account: HNN5

Project Description: The modernization of common areas. This would include remodeling the main bathrooms and showers to a functional level. Modernizing outer restrooms to a more appealing look and increased functionality. Replacing tables, chairs and wall coverings in common areas and to a more up to date style. Also, the remodeling of an area to an ADL (Activities of Daily Living) apartment for increased therapy billings.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County	0.385							0.385	
State									
Federal									
Other								-	
Total Project Cost	0.385	-	-	-	-	-	-	0.385	

Albany County Nursing Room Furnishings

Project Number: N1502

Debt Account: HNN5

Project Description: The replacement of the current beds, bureaus, bedside stands, over-bed tables and high-back chairs in the resident's personal rooms. This replacement would be to modernize the current room furnishings as many are past the end of their useful life, in disrepair or damaged, mismatched and/or outdated.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County	0.571							0.571	
State									
Federal									
Other								-	
Total Project Cost	0.571	-	-	-	-	-	-	0.571	

Albany County Nursing Unit Living Areas Replacement

Project Number: N1503

Debt Account: HNN5

Project Description: The modernization of resident rooms and living areas. This would include new drapes, cubicles, HVAC units, a facelift for personal bathrooms and updating the flooring on the units. Two units would be started and completed in 2015 with the four other units being completed in 2016.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total	
County	1.500							1.500	
State									
Federal									
Other								-	
Total Project Cost	1.500	-	-	-	-	-	-	1.500	

NH Fund Shaker Place Capital Projects

Albany County Nursing Home New Construction Project

Project Number: N1701

Debt Account: HNN8

Project Description:

The purpose of this project is to add an addition to the existing nursing home with approximately 125 new conforming beds, ancillary areas, resident dining and activity rooms, handicapped bathrooms and country style kitchens. This addition will be located on the same site as the existing nursing home. This project will require NYSDOH approval, architectural and engineering with drawings, land studies, surveys, subcontracting, construction management and will permit the current capital plan to be implemented that has been approved and funded by Albany County and the Legislature, however, this initiative will require additional funding. This construction project will require modifications to the existing high rise some mandated and others to accommodate alternate uses, since this part of the facility after the new construction will not be used by the nursing residents. This construction /renovation including the cost of architect, construction manager, sub-contractors, HVAC, moveable equipment and non-moveable equipment under the NYSDOH capital expenditure regulations is considered reimbursable through our Medicaid Rate. A Certificate of Need application will be filed with the NYSDOH. Reso 18-310 The purpose of this project is to add an addition to the existing nursing home with approximately 125 new conforming beds, ancillary areas, resident dining and activity rooms, handicapped bathrooms and country style kitchens. By creating this new facility that will be attached to the current nursing home we will meet the NYSDOH and ADA requirements. It has been determined that remediation of the Albany County Nursing Home is required. To perform this remediation which is outside of the original new construction and renovation project it will be necessary to remove in the existing nursing home all the of walls, partitions, showers, sinks and toilets. Through discussion with the New York State Department of Health they agreed since all resident rooms will be gutted that this new construction should be made handicap accessible and we agreed. This redesign will include the reconfiguration to accommodate a new medical record department with appropriate protected storage and a ADA staff bathing and locker facilities.

Amendments:

Project Status: New 1 Existing Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	62.000							62.000
State								
Federal								
Other								-
Total Project Cost	62.000	-	-	-	-	-	-	62.000

Albany County Nursing Home Vehicle Replacement

Project Number: N1901

Debt Account: HNN0

Project Description:

Albany County Nursing Home is in need of replacing our current vehicle fleet. The vehicles have been in service many years without replacement and are at end of life. This would include, but not be limited to, stretcher capable vans for transporting our residents to off-site appointments.

Amendment(s): 2025-2029 - Amended to extend time line and increase costs.

Project Status: New Existing 1 Amended Continual Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	0.350	-	0.250			0.250		0.850
State								
Federal								
Other								-
Total Project Cost	0.350	-	0.250	-	-	0.250	-	0.850

NH Fund Shaker Place Capital Projects

Shaker Place Garage and Parking Lot Extension

Project Number: N2201

Debt Account: _____

Project Description:

To construct a new garage to house the vehicles of Shaker Place Rehabilitation and Nursing Center and to create additional parking facilities across the street at the current DPW worksite. These projects will require the demolishing of buildings on the Shaker Place property and DPW. The new structure will be utilized by both departments. And will include appropriate climate equipment, offices, storage compartments and the roadway to the location will require site work, paving, electric and plumbing. This facility will be utilized by the Department of Public Works as well as Shaker Place and reimbursement will be sought for the portion of the facility that will be utilized by Shaker Place.

Amendment(s): 2023-2027 - Increase costs.

2024-2028 - Pushout end date into 2024 and distribute needed funding over two years.

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	9.295	2.000						11.295
State								
Federal								
Other								-
Total Project Cost	9.295	2.000	-	-	-	-	-	11.295

Day Care Center

Project Number: N2202

Debt Account: HNNA

Project Description:

Shaker Place will be renovating/constructing the vacant Shaker Place Wing into a child day care center, following the requirements of the New York Office of Children and Family Services, Division of Child Care Services. This project will include the renovation of existing rooms to suite the child day care program, install and or update the sprinkler and fire alarm system, replace all windows, lighting, bathrooms, flooring and electrical panels and wiring, install HVAC system for air conditioning and heating, create a fenced in outdoor playground, conduct asbestos survey and remove as required by regulation, install security cameras and monitoring system, create new front entrance and furnishings.

Amendment(s): 2023-2027 - Update funding needs.

Project Status:	New	1	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	4.557	-	-	-	-	-	-	4.557
State								
Federal								
Other								-
Total Project Cost	4.557	-	-	-	-	-	-	4.557

Food Service and Distribution Equipment

Project Number: N2501

Debt Account: _____

Project Description:

Shaker Place provides meal service to the residents with a tray line consisting of transportation and storage equipment. This product line has come to the end of it's useful life and will need to be replaced. In addition to storage and transportation equipment and service equipment including small-wares that are used for distribution, conversion of space in the employee dining area to a multi-use cafe with equipment to prepare, store and sell food to the staff at the facility.

Amendment(s):

Project Status:	1	New	Existing	Amended	Continual	Completed		
Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County		-	0.500	-	-	-	-	0.500
State								
Federal								
Other								-

NH Fund Shaker Place Capital Projects

Total Project Cost	-	-	0.500	-	-	-	-	0.500
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Albany County Nursing Home Capital Plan Summary: All Projects

Project Status: 1 New 6 Existing 1 Amended 0 Continual 0 Completed

Authorized Funding	Pre-2024	2024	2025	2026	2027	2028	2029	Total
County	78.658	2.000	0.750	-	-	0.250	-	81.658
State	-	-	-	-	-	-	-	
Federal	-	-	-	-	-	-	-	
Other	-	-	-	-	-	-	-	-
Total Project Cost	78.658	2.000	0.750	-	-	0.250	-	81.658



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. MCLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

September 25th, 2024

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

Dear Chairwoman Cunningham:

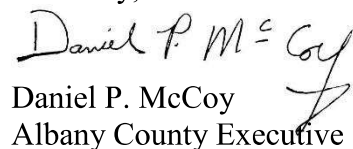
On November 10, 2021 Albany County entered into an agreement with New York State Homes and Community Renewal (HCR) regarding the acceptance of Community Development Block Grant Program funding in the amount of \$1,389,890. The funding supports a partnership with the Albany County Land Bank to rehabilitate residential buildings into affordable homeownership opportunities and expansion of mental health services in Albany County.

Albany County is requesting a no-cost, 6 month extension of the CDBG-CARES award 8CVHR33-21 following the September 30th, 2024 extension, now through March 31st, 2025. Albany County and its sub-awardees have spent down all awarded funds and the Mental Health System Support projects have been completed. The final piece of the housing remediation projects is to sell the properties to qualifying individuals who will retain permanent residence in the properties and rent additional residence at property to qualifying tenants. Additional time is needed to find qualifying buyers and close on the sales of the properties.

A request for the extension was submitted to HCR on September 25th, 2024 after having a conversation with HCR representatives and the Land Bank, regarding the current state of the project.

If you have any questions about this request, please do not hesitate to contact me.

Sincerely,


Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader

Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-5910, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Amendment to Extend Community Development Block Grant CARES (CDBG-CV)
Agreement with NYS Homes and Community Renewal

Date: 9/25/24
Department: Management & Budget
Attending Meeting: Albany County Land Bank
Submitted By: Alexandra Araujo
Title: Grants Coordinator
Phone: 518-447-5525

Purpose of Request: Contract Authorization Grant Contract Extension

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Office of Community Renewal 38-40 State Street, Hampton Plaza, 4th Floor Albany, New York, 12207

Term: (Start/end date or duration) 12/10/21-3/31/25
Amount/Raise Schedule/Fee: \$1,389,890

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 100% County: Enter text.
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: A4.4310.04489; A4.3650.04489
Revenue Amount: Enter text.
Appropriation Account and Line: 2022-800 (A.3650.44046)
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☐ No ☒

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

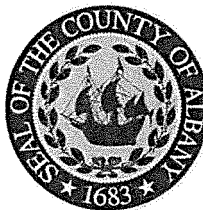
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 489, 2021; 507, 2022; 508, 2022; 283, 2023; 140, 2024; 490, 2024

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

On November 10, 2021 Albany County entered into an agreement with New York State Homes and Community Renewal (HCR) regarding the acceptance of Community Development Block Grant Program funding in the amount of \$1,389,890. Albany County and its sub-awardees have spent down all awarded funds and the Mental Health System Support projects have been completed. The final piece of the housing remediation projects is to sell the properties to qualifying individuals who will retain permanent residence in the properties and rent additional residence at property to qualifying tenants. Additional time is needed to find qualifying buyers and close on the sales of the properties. This 6 month, no cost extension request allows for the Land Bank to complete its requirements.



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

MICHAEL P. McLAUGHLIN JR.
DEPUTY COUNTY EXECUTIVE

September 20th 2024

New York State Homes & Community Renewal
Office of Community Renewal
c/o Hailey Hamias
38-40 State Street, 4 South Hampton Plaza
Albany, NY 12207

Subject: Request for No Cost Extension of 8CVHR33-21

Albany County is requesting a no-cost, 6 month extension of the CDBG-CARES award 8CVHR33-21 following the September 30th, 2024 extension, now through March 31st, 2025. Albany County and its sub-awardees have spent down all awarded funds and the Mental Health System Support projects have been completed. The Albany County Land Bank successfully rehabilitated two historic buildings in Albany's South End as affordable homeownership opportunities, yet there have been several challenges in the sales process that have led to this request. Additional time is needed to find qualifying buyers and close on the sales of the properties. We feel confident that our sub-awardee, the Albany County Land Bank, can sell these properties to serve the mission of the Community Development Block Grant, and anticipate that this extension should be sufficient to complete the work plan.

The challenges faced by the Land Bank include:

- **Market Conditions:** The current real estate market has presented unique challenges, affecting buyer confidence and financing options. With interest rates remaining high as the Fed seeks to counteract the impact of inflation, the added cost of capital has been a deterrent.
- **Buyer Withdrawals:** The Land Bank has experienced instances where pre-qualified buyers have lost funding or become hesitant during the contract signing phase, primarily due to the program's necessary restrictions. While buyers can be prequalified, during the underwriting process, circumstances may arise that could not be anticipated or buyers while working with the benefit of an attorney better understand the requirements of the sale.
- **Financing Complexities:** The specific financing requirements of the Land Bank's Affordable Homebuyer Program have led to extended closing processes that under normal conditions can take two to four months to complete.

In response to these challenges, Sean Maguire, Executive Director, has directed his team to take certain actions to ensure the successful completion of this grant including the sale of these properties to qualified buyers. These actions include:

- New marketing strategies to reach qualified buyers more effectively, including engaging a real estate agent.
- Enhancing educational initiatives to better prepare potential buyers for the responsibilities and benefits of the program.
- Strengthened partnerships with local financial institutions to streamline the mortgage approval process.

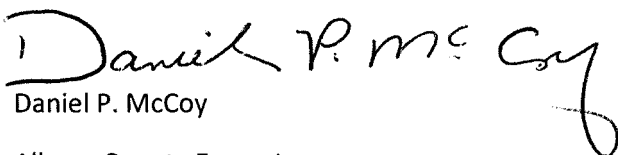
Albany County and the Land Bank believe these measures will significantly improve their ability to sell these properties, and that a 6-month extension, rather than the standard 3-month extension, would be more appropriate for the following reasons:

- Adequate Marketing Time: This will allow us to fully implement and assess the effectiveness of new marketing strategies.
- Buyer Education and Preparation: Extra time will ensure potential buyers fully understand and are comfortable with the program's requirements and restrictions.
- Closing Process Allowance: Given the complexities of financing in the program, this extension accounts for potentially lengthy closing processes.

Albany County and the Land Bank are confident that with these additional six months, the Land Bank will successfully sell and complete the closing of these buildings. The Land Bank is committed to the goal of providing affordable homeownership opportunities, and this extension will allow the organization to fulfill this mission more effectively.

Thank you in advance for consideration of this request. Should you have any questions, please don't hesitate to reach out to myself, Lucas Rogers, or Alexandra Araujo.

Sincerely,



Daniel P. McCoy

Albany County Executive



Board of Directors

Charles Touhey, Chair
Touhey Associates

Joseph J. LaCivita, Vice Chair
City of Watervliet

Natisha M. Alexander, Treasurer
Resident

Samuel Wells, Secretary
Resident

Mark Bobb-Semple
Resident

Anthony Capece
*Executive Director, Central
Avenue BID*

Juanita Nabors
Resident

Joseph Seman-Graves
Resident

David C. Rowley
*Managing Partner, Cooper
Erving & Savage*

Executive Director

Sean M. Maguire, AICP CEcD

September 18, 2024

Alexandra Araujo
Grants Coordinator
Albany County Department of Management and Budget
112 State Street, Room 1210
Albany, NY 12207

Dear Ms. Araujo:

I am writing on behalf of the Albany County Land Bank to request a 6-month extension on the grant administered by NYSHCR to allow us additional time to complete the sale of 48 Second Avenue and 50 Second Avenue in the City of Albany. This important investment has encountered some challenges that prevented its completion in the time provided, but I am confident that our team can wrap this up.

The Land Bank successfully rehabilitated these two historic buildings in Albany's South End as affordable homeownership opportunities, yet there have been several challenges in the sales process that have led to this request:

- **Market Conditions:** The current real estate market has presented unique challenges, affecting buyer confidence and financing options. With interest rates remaining high as the Fed seeks to counteract the impact of inflation, the added cost of capital has been a deterrent.
- **Buyer Withdrawals:** We've experienced instances where pre-qualified buyers have lost funding or become hesitant during the contract signing phase, primarily due to the program's necessary restrictions. While buyers can be prequalified, during the underwriting process, circumstances may arise that could not be anticipated or buyers while working with the benefit of an attorney better understand the requirements of the sale.
- **Financing Complexities:** The specific financing requirements of our Affordable Homebuyer Program have led to extended closing processes that under normal conditions can take two to four months to complete.

In response to these challenges, I have directed our team to take certain actions to ensure the successful completion of this grant including the sale of these properties to qualified buyers. These actions include:

- New marketing strategies to reach qualified buyers more effectively, including engaging a real estate agent.
- Enhanced our educational initiatives to better prepare potential buyers for the responsibilities and benefits of the program.
- Strengthened partnerships with local financial institutions to streamline the mortgage approval process.

We believe these measures will significantly improve our ability to sell these properties, and that a 6-month extension, rather than the standard 3-month extension, would be more appropriate for the following reasons:

- Adequate Marketing Time: This will allow us to fully implement and assess the effectiveness of our new marketing strategies.
- Buyer Education and Preparation: Extra time will ensure potential buyers fully understand and are comfortable with the program's requirements and restrictions.
- Closing Process Allowance: Given the complexities of financing in our program, this extension accounts for potentially lengthy closing processes.

We are confident that with these additional six months, we will successfully sell and complete the closing of these buildings. Our team is committed to the goal of providing affordable homeownership opportunities, and we believe this extension will allow us to fulfill this mission more effectively.

Thank you for your continued support of our efforts to promote affordable homeownership in Albany County.

Regards,



Sean M. Maguire, AICP CECd
Executive Director

RESOLUTION NO. 490

AMENDING RESOLUTION NOS. 489 AND 490 FOR 2021, AS AMENDED, REGARDING NEW YORK STATE HOMES AND COMMUNITY RENEWAL COMMUNITY DEVELOPMENT BLOCK GRANT CARES ACT FUNDING

Introduced: 8/12/24

By Audit and Finance Committee:

WHEREAS, By Resolution No. 489 for 2021, this Honorable Body entered into an agreement with New York State Homes and Community Renewal regarding Community Development Block Grant Program funding in the amount of \$1,389,890 for a term commencing immediately and ending November 10, 2022, and

WHEREAS, By Resolution No. 490 for 2021, this Honorable Body entered into an agreement with the Albany County Land Bank Corporation regarding the administration of the Community Development Block Grant Program in the amount of \$1,000,000 for the improvement of qualifying parcels of real property, for a term commencing immediately and ending November 10, 2022, and

WHEREAS, By Resolution No. 508 for 2022, this Honorable Body authorized an amendment to the agreement with the Albany County Land Bank Corporation to reflect a term ending date of May 10, 2023, and

WHEREAS, By Resolution No. 283 for 2023, this Honorable Body authorized amendments to the agreements with New York State Homes and Community Renewal and the Albany County Land Bank Corporation to reflect term ending dates of December 29, 2023, and

WHEREAS, By Resolution No. 140 for 2024, this Honorable Body authorized additional amendments to the agreements with New York State Homes and Community Renewal and the Albany County Land Bank Corporation to reflect term ending dates of June 28, 2024, and

WHEREAS, The County Executive has indicated that further amendments to the agreements with New York State Homes and Community Renewal and the Albany County Land Bank Corporation are necessary to allow the Land Bank to find qualifying buyers for the properties and close on the sales of those properties, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution Nos. 489 and 490 for 2021, as amended, are further amended to reflect term ending dates of September 30, 2024, and, be it further

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

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

Adopted by unanimous vote – 8/12/24

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of August, 2024, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the official seal of the County Legislature this 14th day of August, 2024.

A handwritten signature in black ink, which appears to read "Nicole Chamberlain". The signature is written in a cursive style and is positioned above a horizontal line.

Clerk, Albany County Legislature



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

October 3rd, 2024

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

Dear Chairwoman Cunningham,

Legislative authorization is requested to transfer tax-foreclosed property located in the City of Watervliet, 204 15th Street, to an adjacent property owner.

This transfer is in accordance with County Disposition. Mr. Ken Stec, who lives at 206 15th street, has offered \$600 for the property and intends to maintain the property to keep it in good condition in order to keep the property and community occupied and vibrant.

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

Sincerely,

Daniel P. McCoy
Albany County Executive

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



County of Albany

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

Legislation Text

File #: TMP-5888, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing the Conveyance of Real Property Located at 204 15th street in the City of Watervliet.

Date: 9/23/2024

Department: CEO

Attending Meeting: Patrick Curran

Submitted By: Patrick Curran

Title: Policy Analyst

Phone: 518-447-5639

Purpose of Request: Property Conveyance Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Enter text.

Term: (Start/end date or duration)

Enter text.

Amount/Raise Schedule/Fee:

Enter text.

BUDGET INFORMATION:

Is there a Fiscal Impact:

Yes ☒ No ☐

Anticipated in Budget:

Yes ☒ No ☐

Spreadsheet attached:

Yes ☐ No ☒

Source of Funding - (Percentages)

Federal: Enter text. County:

Enter text.

State: Enter text. Local:

Enter text.

County Budget Accounts:

Revenue Account and Line:

A1310.01051

Revenue Amount:

\$600

Appropriation Account and Line:

Enter text.

Appropriation Amount:

Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service:

Yes ☐ No ☒

If Mandated, Cite Authority:

Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt:	Yes ☐ No ☒
# of Response(s):	Enter text.
# of MWBE:	Enter text.
# of Veteran Business:	Enter text.
Bond Resolution No.:	Enter text.
Apprenticeship Program	Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The County Executive's Office is requesting Legislative authorization of a resolution to convey the property located at 204 15th Street in Watervliet to an adjacent property owner. Ken Stec has offered \$600 for the purchase of the property. Mr. Stec has been maintaining the property and intends to use it for off-street parking. As part of this sale, Mr. Stec will be subject to all closing costs.

Kenneth Stec &
Gayle Sheehan-Stec
2838 Fenner Road
Cazenovia, NY 13035-9704
(315) 382-1317

County of Albany
112 State Street
Albany, NY 12207

To whom it may concern,

I am writing on behalf of my wife and myself as the new (11/30/23) owners of the house at 206 15th St. in Watervliet. We are interested in acquiring the adjacent empty lot of land at 204 15th St.

We believe our purchase would benefit the City in a number of ways. First it would return the property to the city tax rolls. Second it would provide a landlord who would maintain the property in good visual condition. And third by providing a yard next to 206, it could help attract future owners and/or renters with children thereby potentially helping to keep the property/community occupied and vibrant.

We would like to make an offer of \$600 for your consideration.

Please let us know if there is anything else you need to consider selling us this property.

Thank you for your time.

Respectfully,

Ken & Gayle Stec



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality — City of Watervliet

Address of Properties —204 Fifteenth St

Tax Map Number-32.75-1-76

Property Descriptions- RESIDENTIAL VACANT LAND

PROSPECTIVE BUYER NAME AND PROPERTIES OWNED BY PROSPECTIVE BUYER

Purchaser- Kenneth Stec & Gayle Sheehan-Stec

206 Fifteenth Street

CODE ENFORCEMENT INFORMATION

There are no outstanding violations-Verified through City of Watervliet codes 1/29/2024

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 1/29/2024

COUNTY FORECLOSURE INFORMATION

NA

Signed- ¹

ANTHONY DILELLA

Property Manager

DATE---January 29, 2024

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1 of 2

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Zoom to

Assessment Parcel: 32.75-1-26

Municipality:	City of Watervliet
Address:	204 Fifteenth St
Owner:	Lee, Amey Wai Ching
Property Class:	311 - Residential Vacant Land
Year Built:	
School District:	011800 - Watervliet City School District
Acres:	0.03
Deed Reference:	Not Available
Land Assessment:	\$13,000
Total Assessment:	\$13,000

COUNTY OF ALBANY



Parcel Find

PARCEL: 03207500010260000000
LOCATION: 204 15TH ST
NAME: ** VARIOUS **
TAX LIEN - 2017
EFF DATE: 01/16/2024

YEAR	CAT	BILL	#SC	REFERENCE	BILLED/ADJ	UNPAID BAL	DUE NOW
2023	RE-C	2546	Y	204 15TH ST	297.87	297.87	333.61
2022	RE-F	7483	Y	204 15TH ST	239.92	239.92	263.91
2022	RE-C	2285	Y	204 15TH ST	297.79	297.79	369.26
2021	RE-F	7271	Y	204 15TH ST	234.89	234.89	286.57
2021	RE-C	2672	Y	204 15TH ST	295.24	295.24	401.53
2020	RE-F	8036	Y	204 15TH ST	235.36	235.36	315.38
2020	RE-C	3180	Y	204 15TH ST	822.20	822.20	1,108.38
2019	RE-F	7688	Y	204 15TH ST	232.07	232.07	338.82
2019	RE-C	2792	Y	204 15TH ST	1,320.06	1,320.06	1,977.10
2018	RE-F	8065	Y	204 15TH ST	230.57	230.57	378.13
2018	RE-C	5914	Y	204 15TH ST	1,338.27	1,338.27	2,301.10
2017	TL-C	2190	Y	204 15TH ST	846.17	846.17	1,607.72
2017	RE-F	7970	Y	204 15TH ST	229.80	229.80	388.36
2016	TL-F	2164	Y	204 15TH ST	468.98	468.98	679.20
2004	RE-C	44491	Y	204 15TH ST	447.73	0.00	0.00
TOTAL DUE NOW						10,749.07	
TOTAL UNPAID						7,089.19	



County of Albany

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

Legislation Text

File #: TMP-5945, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into the Albany County Healthcare Consortium Inter-Municipal Agreement

Date: 10/1/2024
Department: County Executive's Office
Attending Meeting: Joshua Beams & Jennifer Clement
Submitted By: Christina Rust
Title: Policy Analyst
Phone: 518-447-7040

Purpose of Request: Approval of Plan/Procedure Intermunicipal Agreement

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: Enter text.

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: Enter text. County: 100
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals:

Competitive Bidding Exempt: Yes ☒ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: Enter text.

Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: Enter text.

DESCRIPTION OF REQUEST: (state briefly why legislative action is requested)

The Albany County Executive's Office requests authorization to enter into the "2024 Albany County Municipal Cooperative Health Benefit Plan - NYS-DFS MCA" (MCA). This intermunicipal agreement is a step in the process, required by NYS Department of Financial Services, for Albany County to create the Albany County Healthcare Consortium, in partnership with several other municipalities within the county.

Creation of the Albany County Healthcare Consortium will increase the number of covered lives within our self-insured ecosystem, hence lowering the cost of healthcare coverage for Albany County employees. It will also, in most cases, lower costs, and in all cases raise the level of care that our partner municipalities can provide to their employees.

Municipal Cooperative Agreement

THIS AGREEMENT (the "Agreement") made effective as of the 1st day of January 2025 (the "Effective Date"), and as amended herein, by and among each of the signatory municipal corporations hereto (collectively, the "Participants").

W H E R E A S:

1. Article 5-G of the New York General Municipal Law (the "General Municipal Law") authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually;
2. Sections 92-a and 119-o of the General Municipal Law authorize municipalities to purchase a single health insurance policy, enter into group health plans, and establish a joint body to administer a health plan;
3. Article 47 of the New York Insurance Law (the "Insurance Law" or "New York State Insurance Law"), and the rules and regulations of the New York State Superintendent of Financial Services (the "Superintendent") set forth certain requirements for governing self-insured municipal cooperative health insurance plans;
4. Section 4702(f) of the Insurance Law defines the term "municipal corporation" to include a county, city, town, village, school district, board of cooperative educational services, public library (as defined in Section 253 of the New York State Education Law) and district (as defined in Section 119-n of the General Municipal Law); and
5. The Participants have determined to their individual satisfaction that furnishing the health benefits (including, but not limited to, medical, surgical, hospital, and prescription drug) for their eligible officers, eligible employees (as defined by the Internal Revenue Code of 1986, as amended, and the Internal Revenue Service rules and regulations), eligible retirees, and the eligible dependents of eligible officers, employees and retirees (collectively, the "Enrollees") (such definition does not include independent contractors and/or consultants) through a municipal cooperative is in their best interests as it is more cost-effective and efficient. Eligibility requirements shall be determined by each Participant's collective bargaining agreements and/or their personnel policies and procedures.

NOW, THEREFORE, the parties agree as follows:

A. PARTICIPANTS.

1. The Participants hereby designate themselves under this Agreement as the Albany County Municipal Cooperative Health Benefits Plan (the "Cooperative") for the purpose of providing health benefits (medical, surgical, hospital, and prescription drug) to those Enrollees that each Participant individually elects to include in the Cooperative Medical Plan(s) (the "Plan(s)").

2. The following Participants comprise the membership of the Cooperative:

Municipality Name	Effective Date
City of Watervliet	01/01/2025
County of Albany	01/01/2025
Town of Guilderland	01/01/2025
Town of New Scotland	01/01/2025
Village of Altamont	01/01/2025
Village of Green Island	01/01/2025
Village of Menands	01/01/2025
Berne Knox Westerlo CSD	01/01/2025
North Colonie CSD	01/01/2025
Capital Region BOCES	01/01/2025

3. Membership in the Cooperative may be offered to any municipal corporation as defined in New York State Insurance Law §4702(f) within the geographical boundaries of the County of Albany, provided however that, in the sole discretion of the Board (as defined below), the applicant provides satisfactory proof of its financial responsibility and is of the same type of municipal corporation as the initial Participants. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry. Notwithstanding anything to the contrary set forth in this Agreement, admission of new Participants shall not require amendment of Section A(2). Membership shall be subject to the terms and conditions set forth in this Agreement, any amendments hereto and applicable law.
4. The Board, in its sole discretion, and by a two-thirds (2/3) vote of the entire Board, may elect to permit additional municipal corporations not located within the geographical boundaries set forth in Paragraph A(3) to become Participants subject to satisfactory proof, as determined by the Board, of such municipal corporation's financial responsibility. Such municipal corporations must agree to continue as a Participant for a minimum of three (3) years upon entry.
5. Participation in the Plan(s) by some, but not all, collective bargaining units or employee groups of a Participant is not encouraged and shall not be permitted absent prior Board approval. Further, after obtaining approval, any Participant which negotiates an alternative health insurance plan offering other than the plan offerings of the Cooperative with a collective bargaining unit or employee group may be subject to a risk charge as determined by the Board.

6. Initial membership of additional participants shall become effective as soon as practical but preferably on the first day of the Plan Year following the adoption by the Board of the resolution to accept a municipal corporation as a Participant. Such municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon entry.
7. A municipal corporation that was previously a Participant, but is no longer a Participant, and which is otherwise eligible for membership in the Cooperative, may apply for re-entry after a minimum of three (3) years has passed since it was last a Participant. Such re-entry shall be subject to the approval of two-thirds (2/3) of the entire Board. This re-entry waiting period may be waived by the approval of two-thirds (2/3) of the entire Board. In order to re-enter the Cooperative, a municipal corporation employer must have satisfied in full all of its outstanding financial obligations to the Cooperative. A municipal corporation must agree to continue as a Participant for a minimum of three (3) years upon re-entry.

B. PARTICIPANT LIABILITY.

1. The Participants shall share in the costs of, and assume the liabilities for benefits (including medical, surgical, hospital, and prescription drugs) provided under the Plan(s) to covered officers, employees, retirees, and their dependents. Each Participant shall pay on demand such Participant's share of any assessment or additional contribution ordered by the governing Board of the municipal cooperative health benefit plan, as set forth in Section L(4) of this Agreement or as ordered by the Superintendent or under Article 74 (seventy four) of the New York State Insurance Law. The pro rata share shall be based on the Participant's relative "premium" contribution to the Plan(s) as a percentage of the aggregate "premium" contribution to the Plan(s), as is appropriate based on the nature of the assessment or contribution.
2. New Participants (each a "New Participant") who enter the Cooperative may, at the discretion of the Board of Directors, be assessed a fee for additional financial costs above and beyond the premium contributions to the Plan(s). Any such additional financial obligations and any related terms and conditions associated with membership in the Cooperative shall be determined by the Board; and shall be disclosed to the New Participant prior to its admission.
3. Each Participant shall be liable, on a pro rata basis, for any additional assessment required in the event the Cooperative funding falls below those levels required by the Insurance law as follows:
 - a. In the event the Cooperative does not have admitted assets (as defined in Insurance Law § 107) at least equal to the aggregate of its liabilities, reserves and minimum surplus required by the Insurance Law, the Board shall, within thirty (30) days, order an assessment (an "Assessment Order") for the amount that will provide sufficient funds to remove such impairment and collect from each Participant a pro-rata share of such assessed amount.

- b. Each Participant that participated in the Cooperative at any time during the two (2) year period prior to the issuing of an Assessment Order by the Board shall, if notified of such Assessment Order, pay its pro rata share of such assessment within ninety (90) days after the issuance of such Assessment Order. This provision shall survive termination of the Agreement of withdrawal of a Participant.
- c. For purposes of this Section B(3), a Participant's pro-rata share of any assessment shall be determined by applying the ratio of the total assessment to the total contributions or premium equivalents earned during the period covered by the assessment on all Participants subject to the assessment to the contribution or premium equivalent earned during such period attributable to such Participant.

C. BOARD OF DIRECTORS.

- 1. The governing board of the Cooperative, responsible for management, control and administration of the Cooperative and the Plan(s), shall be referred to as the "Board of Directors" (the "Board"). The voting members of the Board shall be composed of one representative of each Participant and representatives of the Joint Committee on Plan Structure and Design (as set forth in Section C(11)), who shall have the authority to vote on any official action taken by the Board (each a "Director"). Each Director, except the representatives of the Joint Committee on Plan Structure and Design, shall be designated in writing by the governing body of the Participant.
- 2. If a Director designated by a Participant cannot fulfill his/her obligations, for any reason, as set forth herein, and the Participant desires to designate a new Director, it must notify the Cooperative's Chairperson in writing of its selection of a new designee to represent the Participant as a Director.
- 3. Directors shall receive no remuneration from the Cooperative for their service and shall serve a term from January 1 through December 31 (the "Plan Year").
- 4. No Director may represent more than one Participant.
- 5. No Director, or any member of a Director's immediate family shall be an owner, officer, director, partner, or employee of any contractor or agency retained by the Cooperative, including any third-party contract administrator.
- 6. Except as otherwise provided in Section D of the Agreement, each Director shall be entitled to one vote. A majority of the entire Board, not simply those present, is required for the Board to take any official action, unless otherwise specified in this Agreement. The "entire Board", as used herein and elsewhere in this Agreement, shall mean the total number of Directors when there are no vacancies.
- 7. While physical presence is strongly encouraged, Directors who cannot be physically present at any meeting may attend remotely utilizing appropriate video conferencing technology that allows for real time audio and visual participation and voting in the

meeting upon confirmation that communication is with all participants as it progresses.

8. Each Participant may designate in writing an alternate Director to attend the Board's meeting when its Director cannot attend. The alternate Director may participate in the discussions at the Board meeting and will, if so designated in writing by the Participant, be authorized to exercise the Participant's voting authority. Only alternate Directors with voting authority shall be counted toward a quorum. The Joint Committee on Plan Structure and Design may designate alternate Directors as set forth in Section C(12).
9. A majority of the Directors of the Board shall constitute a quorum. A quorum is a simple majority (more than half) of the entire Board. A quorum is required for the Board to conduct any business. This quorum requirement is independent of the voting requirements set forth in Section C(6). The Board shall meet on a regular basis, but not less than on a quarterly basis at a time and place within the State of New York determined by a vote of the Board. The Board shall hold an annual meeting (the "Annual Meeting") between October 3rd and October 15th of each Plan Year.
10. Special meetings of the Board may be called at any time by the Chairperson or by any two (2) Directors. Whenever practicable, the person or persons calling such special meeting shall give at least three (3) day notice to all of the other Directors. Such notice shall set forth the time and place of the special meeting as well as a detailed agenda of the matters proposed to be acted upon. In the event three (3) day's notice cannot be given, each Director shall be given such notice as is practicable under the circumstances.
11. In the event that a special meeting is impractical due to the nature and/or urgency of any action which, in the opinion of the Chairperson, is necessary or advisable to be taken on behalf of the Cooperative, the Chairperson may send resolutions regarding said actions via electronic communication to each and all of the Directors. The Directors may then electronically communicate their approval or disapproval of said resolution via signed document to the Chairperson. In accordance with NY Business Corporation Law Section 708(b), unanimous consent is required for the Chairperson to act on behalf of the Board in reliance upon such approvals. Any actions taken by the Chairperson pursuant to this paragraph shall be ratified at the next scheduled meeting of the Board
12. The Chair of the Joint Committee on Plan Structure and Design and any At-Large Labor Representatives (as defined in Section K) (collectively the "Labor Representatives") shall serve as Directors and shall have the same rights and obligations as all other Directors. The Joint Committee on Plan Structure and Design may designate in writing alternate Directors to attend the Board's meetings when the Labor Representatives cannot attend. The alternate Director may, if designated in writing, be authorized to exercise the Labor Representatives' voting authority.

D. WEIGHTED VOTING.

1. Except as otherwise provided in this Agreement, any two or more Directors, acting jointly, may require a weighted vote on any matter that may come before the Board. In such event, the voting procedure set forth in this Section D shall apply in lieu of any other voting procedures set forth in this Agreement. Such weighted voting procedures shall apply solely with respect to the matter then before the Board.
2. For purposes of this Section D, each Director shall receive votes as follows:
 - a. each Director representing a Participant with five hundred (500) or fewer Enrollees shall be entitled to one (1) vote.
 - b. each Director representing a Participant with more than five hundred (500) Enrollees shall be entitled to a number of votes equaling the total number of votes assigned under subsection 2(a) above minus the number of Labor Representative votes, divided evenly by the number of Participants eligible under this subsection 2(b) and rounded down to the nearest whole number.
 - c. the Labor Representatives shall be entitled to one (1) vote each.
3. Attached as Addendum “A” to this Agreement is an example of the application of the voting formula contained in subparagraph “2” of this Section.
4. Notwithstanding anything to the contrary contained in this Agreement, any action taken pursuant to this Section D shall require the approval of two-thirds (2/3) of the total number of votes, if all votes had been cast.

E. ACTIONS BY THE BOARD

1. Subject to the voting and quorum requirements set forth in this Agreement, the Board is required, in accordance with New York State Insurance Law Section 4705, to take action on the following matters:
 - a. In accordance with New York State Insurance Law §4705(d)(5), to approve an annual budget for the Cooperative, which shall be prepared and approved prior to October 15th of each year, and determine the annual premium equivalent rates to be paid by each Participant for each Enrollee classification in the Plan on the basis of a community rating methodology in accordance with New York State Insurance Law §4705(d)(5)(B) and filed with and approved by the Superintendent.
 - b. To audit receipts and disbursements of the Cooperative and provide for independent audits, and periodic financial and operational reports to Participants in accordance with New York State Insurance Law § 4705(e)(1).
 - c. To establish a joint fund or funds to finance all Cooperative expenditures, including claims, reserves, surplus, administration, stop-loss insurance and other expenses in accordance with New York State Insurance Law § 4705(d)(4).

- d. To select and approve the benefits provided by the Plan(s) including the plan document(s), insurance certificate(s), and/or summary plan description(s) in accordance with New York State Insurance Law § 4709, a copy of the Plan(s) effective on the date of this Agreement is incorporated by reference into this Agreement.
 - e. In accordance with New York State Insurance Law § 4705(d)(2), may contract with third parties, if appropriate, which may include one or more Participants, for the furnishing of all goods and services reasonably needed in the efficient operation and administration of the Cooperative, including, without limitation, accounting services, legal counsel, contract administration services, consulting services, purchase of insurances and actuarial services. Provided, however (a) the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services contracts, as required in Section 92-a(6) of the General Municipal Law; (b) payment for contracted services shall be made only after such services are rendered; (c) no Director or any member of such Director's immediate family shall be an owner, officer, director, partner or employee of any contract administrator retained by the Cooperative; and (d) all such agreements shall otherwise comply with the requirements of Section 92-a(6) of the General Municipal Law.
 - f. To purchase stop-loss insurance on behalf of the Cooperative and determine each year the insurance carrier or carriers who are to provide the stop- loss insurance coverage during the next Plan Year, as required by New York State Insurance Law §§ 4707 and 4705(d)(3).
 - g. To designate one governing Board member to retain custody of all reports, statements, and other documents of the Cooperative, in accordance with New York State Insurance Law § 4705(c)(2), and who shall also take minutes of each Board meeting which, if appropriate, shall be acted upon by the Board in a subsequent meeting.
 - h. In accordance with New York State Insurance Law § 4705(e)(1), to choose the certified public accountant and the actuary to provide the reports required by this Agreement and any applicable law.
 - i. To designate an attorney-in-fact to receive summons or other legal process in any action, suit or proceeding arising out of any contract, agreement or transaction involving the Cooperative. The Board designates Eugenia Condon, County Attorney, Albany County as the Cooperative's attorney-in- fact.
2. Subject to the voting and quorum requirements set forth in this Agreement, the Board is authorized to take action on the following matters:
- a. To fill any vacancy in any of the officers of the Cooperative.
 - b. To fix the frequency, time and place of regular Board meetings.

- c. To have a plan consultant (the "Plan Consultant") contract in place for the upcoming Plan Year, prior to October 1st of each year.
- d. To review, consider and act on any recommendations made by the Plan Consultant.
- e. To establish administrative guidelines for the efficient operation of the Plan.
- f. To establish financial regulations for the entry of new Participants into the Cooperative consistent with all applicable legal requirements and this Agreement.
- g. To determine and notify each Participant prior to October 15th of each Plan Year of the monthly premium equivalent for each enrollee classification during the next Plan Year commencing the following January 1st.
- h. To designate the banks or trust companies in which joint funds, including reserve funds, are to be deposited and which shall be located in this state, duly chartered under federal law or the laws of this state and insured by the Federal Deposit Insurance Corporation, or any successor thereto.
- i. To designate annually a treasurer (the "Treasurer") who may or may not be a Director and who shall be the treasurer, or equivalent financial officer, for one of the Participants. The Treasurer's duties shall be determined by the Chief Fiscal Officer to whom he/she will report.
- j. To take all necessary action to ensure that the Cooperative obtains and maintains a Certificate of Authority in accordance with the Insurance Law.
- k. To take all necessary action to ensure the Cooperative is operated and administered in accordance with the laws of the State of New York.
- l. To take any other action authorized by law and deemed necessary to accomplish the purposes of this Agreement.

F. EXECUTIVE COMMITTEE.

- 1. The Executive Committee of the Cooperative shall consist of the Chairperson, the Vice-Chairperson, the Secretary, and the Chief Fiscal Officer of the Cooperative. The Secretary shall be the governing board member who holds all records in accordance with Article E, Section 1(g).
- 2. The Executive Committee may meet at any time between meetings of the Board, at the discretion of the Chairperson. The Executive Committee shall make recommendations to the Board.
- 3. The Executive Committee shall manage the Cooperative between meetings of the Board, subject to such approval by the Board as may be required by this Agreement.

G. OFFICERS.

1. At the Annual Meeting, the Board shall elect from its Directors a Chairperson, Vice Chairperson, Chief Fiscal Officer, and Secretary, who shall serve for a term of one (1) year or until their successors are elected and qualified. Any vacancy in an officer's position shall be filled at the next meeting of the Board.
2. Officers of the Cooperative and employees of any third-party vendor, including without limitation the officers and employees of any Participant, who assist or participate in the operation of the Cooperative, shall not be deemed employees of the Cooperative. Each third-party vendor shall provide for all necessary services and materials pursuant to annual contracts with the Cooperative. The officers of the Cooperative shall serve without compensation from the Cooperative. However, officers may be reimbursed for reasonable out-of-pocket expenses incurred in connection with the performance of such officers' duties.
3. Officers shall serve at the pleasure of the Board and may be removed or replaced upon a two-thirds (2/3) vote of the entire Board. This provision shall not be subject to the weighted voting alternative set forth in Section D.

H. CHAIRPERSON; VICE CHAIRPERSON; SECRETARY.

1. The Chairperson shall be the chief executive officer of the Cooperative.
2. The Chairperson, or in the absence of the Chairperson, the Vice Chairperson, shall preside at all meetings of the Board.
3. In the absence of the Chairperson, the Vice Chairperson shall perform all duties related to that office.
4. The Secretary shall retain custody of all reports, statements, and other documents of the Cooperative and ensure that minutes of each Board meeting are taken and transcribed which shall be acted on by the Board at a subsequent meeting, as appropriate.

I. PLAN ADMINISTRATOR.

The Board, by a two-thirds (2/3) vote of the entire Board, may annually designate an administrator and/or insurance company of the Plan (the "Plan Administrator") and the other provider(s) who are deemed by the Board to be qualified to receive, investigate, audit and recommend or make payment of claims, provided that the charges, fees and other compensation for any contracted services shall be clearly stated in written administrative services and/or insurance contracts and payment for such contracted services shall be made only after such services are rendered or are reasonably expected to be rendered. All such contracts shall conform to the requirements of Section 92-a(6) of the General Municipal Law.

J. CHIEF FISCAL OFFICER.

1. The Chief Fiscal Officer shall act as the chief financial administrator of the Cooperative and disbursing agent for all payments made by the Cooperative, and shall have custody of all monies either received or expended by the Cooperative. The Chief Fiscal Officer may delegate their duties to the Cooperative's Treasurer to take all necessary action to ensure the Consortium is operated and administered in accordance with the laws of the State of New York. The Chief Fiscal Officer shall be a fiscal officer of a Participant. The Chief Fiscal Officer shall receive no remuneration from the Cooperative. The Plan shall reimburse the Participant that employs the Chief Fiscal Officer for reasonable and necessary out-of-pocket expenses incurred by the Chief Fiscal Officer in connection with the performance of his or her duties that relate to the Cooperative.
2. All monies collected by the Chief Fiscal Officer relating to the Cooperative, shall be maintained and administered as a common fund. The Chief Fiscal Officer shall, notwithstanding the provisions of the General Municipal Law, make payment in accordance with procedures developed by the Board and as deemed acceptable to the Superintendent.
3. The Chief Fiscal Officer shall be bonded for all monies received from the Participants. The amount of such bond shall be established annually by the Cooperative in such monies and principal amount as may be required by the Superintendent.
4. All monies collected from the Participants by the Chief Fiscal Officer in connection with the Cooperative shall be deposited in accordance with the policies of the Participant which regularly employs the Chief Fiscal Officer and shall be subject to the provisions of law governing the deposit of municipal funds.
5. The Chief Fiscal Officer may invest moneys not required for immediate expenditure in the types of investments specified in the General Municipal Law for temporary investments or as otherwise expressly permitted by the Superintendent.
6. The Chief Fiscal Officer shall account for the Cooperative's reserve funds separate and apart from all other funds of the Cooperative, and such accounting shall show:
 - a. the purpose, source, date and amount of each sum paid into the fund;
 - b. the interest earned by such funds;
 - c. capital gains or losses resulting from the sale of investments of the Plan's reserve funds;
 - d. the order, purpose, date and amount of each payment from the reserve fund; and
 - e. the assets of the fund, indicating cash balance and schedule of investments.
7. The Chief Fiscal Officer shall cause to be prepared and shall furnish to the Board, to participating municipal corporations, to unions which are the exclusive bargaining representatives of Enrollees, the Board's consultants, and to the Superintendent:

- a. an annual audit, and opinions thereon, by an independent certified public accountant, of the financial condition, accounting procedures and internal control systems of the municipal cooperative health benefit plan;
- b. an annual report and quarterly reports describing the Cooperative's current financial status; and
- c. an annual independent actuarial opinion on the financial soundness of the Cooperative, including the actuarial soundness of contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.
- d. Within ninety (90) days after the end of each Plan Year, the Chief Fiscal Officer shall furnish to the Board a detailed report of the operations and condition of the Cooperative's reserve funds.

K. JOINT COMMITTEE ON PLAN STRUCTURE AND DESIGN.

- a. There shall be a Joint Committee on Plan Structure and Design (the "Joint Committee"), which shall consist of (a) a representative of each collective bargaining unit that is the exclusive collective bargaining representative of any Enrollee or group of Enrollees covered by the Plan(s) (the "Union Members"); and (b) a representative of each Participant (the "Management Members"). Management Members may, but are not required to be, Directors.
- b. The Joint Committee shall review all prospective Board actions in connection with the benefit structure and design of the Plan(s), and shall develop findings and recommendations with respect to such matters. The Chair of the Joint Committee shall report such findings and recommendations to the Board at any regular or special meeting of the Board.
- c. The Joint Committee shall select (a) from among the Union Members, an individual who shall serve as Chair of the Joint Committee; and (b) from among the Management Members, an individual who shall serve as Vice Chair of the Joint Committee. The Joint Committee shall establish its own parliamentary rules and procedures.
- d. Each eligible union shall establish such procedures by which its representative to the Joint Committee is chosen and such representative shall be designated in writing to the Chairperson of the Board and the Chair of the Joint Committee.
- e. The Union Members on the Joint Committee on Plan Structure and Design shall select from among the Union Members two (2) individuals to serve as an additional at-large voting Labor Members on the Board of Directors of the Cooperative. If the number of municipal members on the Cooperative rises to twenty (20), the union members of the Joint Committee on Plan Structure and Design shall select from among the Union Members an additional at-large voting Labor Member on the Board of Directors of the Cooperative. The at-large voting Labor Member(s) along with the Joint Committee Chair

shall collectively be the “Labor Representatives” as defined in Section C(11) of this Agreement. If the number of municipal members on the Cooperative rises to twenty-three (23), the Union Members may select from among their members a third At-Large Labor Representative to serve as a Director. Thereafter, for every increase of five (5) additional municipal members added to the Cooperative Union Members may select from among their members one (1) At-large Labor Representative to serve as Director. Attached hereto as Addendum “B” is a table illustrating the addition of At-Large Labor Representatives as set forth in this Section. Any At-Large Labor Representative designated according to this section shall have the same rights and obligations as all other Directors.

L. PREMIUM CALCULATIONS/PAYMENT.

- a. The annual premium equivalent rates shall be established and approved by a majority of the entire Board. The method used for the development of the premium equivalent rates may be changed from time to time by the approval of two-thirds (2/3) of the entire Board, subject to review and approval by the Superintendent. The premium equivalent rates shall consist of such rates and categories of benefits as is set forth in the Plan[s] that is determined and approved by the Board consistent with New York law.
- b. In accordance with New York State Insurance Law § 4706, the Cooperative shall maintain reserves and stop-loss insurance to the level and extent required by the Insurance Law and as directed by the Superintendent.
- c. Each Participant's monthly premium equivalent, by enrollee classification, shall be paid by the first day of each calendar month during the Plan Year. A late payment charge of one percent (1%) of the monthly installment then due may be charged by the Board for any payment not received by the first of each month, or the next business day when the first falls on a Saturday, Sunday, legal holiday or day observed as a legal holiday by the Participants.

The Cooperative may waive the first penalty once per Plan Year for each Participant but will strictly enforce the penalty thereafter. A repeated failure to make timely payments, including any applicable penalties, may be used by the Board as an adequate justification for the expulsion of the Participant from the Cooperative.

- d. The Board shall assess Participants for additional contributions, if actual and anticipated losses due to benefits paid out, administrative expenses, and reserve and surplus requirements exceed the amount in the joint funds, as set forth in Section B(3) above.
- e. The Board, in its sole discretion, may refund amounts in excess of reserves and surplus, or retain such excess amounts and apply these amounts as an offset to amounts projected to be paid under the next Plan Year’s budget.

M. EMPLOYEE CONTRIBUTIONS.

If any Participant requires an Enrollee's contribution for benefits provided by the Cooperative, the Participant shall collect such contributions at such time and in such amounts as it requires. However, the failure of a Participant to receive the Enrollee contribution on time shall not diminish or delay the payment of the Participant's monthly premium equivalent to the Cooperative, as set forth in this Agreement.

N. ADDITIONAL BENEFITS.

Any Participant choosing to provide more benefits, coverages, or enrollment eligibility other than that provided under the Plan(s), will do so at its sole expense. This Agreement shall not be deemed to diminish such Participant's benefits, coverages or enrollment eligibility, the additional benefits and the payment for such additional benefits, shall not be part of the Plan(s) and shall be administered solely by and at the expense of the Participant.

O. REPORTING.

The Board, through its officers, agents, or delegates, shall ensure that the following reports are prepared and submitted:

- a. Annually after the close of the Plan Year, not later than one-hundred twenty (120) days after the close of the Plan Year, the Board shall file a report with the Superintendent showing the financial condition and affairs of the Cooperative, including an annual independent financial audit statement and independent actuarial opinion, as of the end of the preceding plan year.
- b. Annually after the close of the Plan Year, the Board shall have prepared a statement and independent actuarial opinion on the financial soundness of the Plan, including the contribution or premium equivalent rates and reserves, both as paid in the current Plan Year and projected for the next Plan Year.
- c. The Board shall file reports with the Superintendent describing the Cooperative's then current financial status within forty-five (45) days of the end of each quarter during the Plan year.
- d. The Board shall provide the annual report to all Participants and all unions, which are the exclusive collective bargaining representatives of Enrollees, which shall be made available for review to all Enrollees.
- e. The Board shall submit to the Superintendent a report describing any material changes in any information originally provided in the Certificate of Authority. Such reports, in addition to the reports described above, shall be in such form, and containing such additional content, as may be required by the Superintendent.

- f. Each Participant shall be responsible for any reporting requirements, including those associated with the Patient Protection and Affordable Care Act (ACA), not set forth in Article 47 of the New York State Insurance Law or in this Section O of this Agreement.

P. WITHDRAWAL OF PARTICIPANT.

- a. Withdrawal of a Participant from the Cooperative shall be effective only once annually on the last day of the Plan Year.
- b. Notice of intention of a Participant to withdraw must be given in writing to the Chairperson prior to October 3rd of each Plan Year. Failure to give such notice shall automatically extend the Participant's membership and obligations under the Agreement for another Plan Year, unless the Board shall consent to an earlier withdrawal by a two-thirds (2/3) vote.
- c. Any withdrawing Participant shall be responsible for its pro rata share of any Plan deficit that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The withdrawing Participant shall be entitled to any pro rata share of surplus that exists on the date of the withdrawal, subject to the provisions of subsection "4" of this Section. The Cooperative surplus or deficit shall be based on the sum of actual expenses and the estimated liability of the Cooperative as determined by the Board. These expenses and liabilities will be determined one (1) year after the end of the Plan Year in which the Participant last participated.
- d. The surplus or deficit shall include recognition and offset of any claims, expenses, assets and/or penalties incurred at the time of withdrawal, but not yet paid. Such pro rata share shall be based on the Participant's relative premium contribution to the Cooperative as a percentage of the aggregate premium contributions to the Cooperative during the period of participation. This percentage amount may then be applied to the surplus or deficit which existed on the date of the Participant's withdrawal from the Cooperative. Any pro rata surplus amount due the Participant shall be paid to the Participant one year after the effective date of the withdrawal. Any pro rata deficit amount shall be billed to the Participant by the Cooperative one year after the effective date of the withdrawal and shall be due and payable within thirty (30) days after the date of such bill.
- e. Withdrawing Participants shall be provided with reports and data as deemed necessary and prudent by the Board of Directors to facilitate the transition. Appropriate safeguards and/or agreements may be necessary prior to the issuance of any reports and/or data which may be considered to be Protected Health Information (PHI) as defined by the Health Insurance Portability and Protection Act (HIPPA).

Q. DISSOLUTION; RENEWAL; EXPULSION.

- a. The Board at any time, by a two-thirds (2/3) vote of the entire Board, may determine that the Cooperative shall be dissolved and terminated. If such determination is made, the Cooperative shall be dissolved ninety (90) days after written notice to the Participants.

- i. Upon determination to dissolve the Cooperative, the Board shall provide notice of its determination to the Superintendent. The Board shall develop and submit to the Superintendent for approval a plan for winding-up the Cooperative's affairs in an orderly manner designed to result in timely payment of all benefits.
 - ii. Upon termination of this Agreement, or the Cooperative, each Participant shall be responsible for its pro rata share of any deficit or shall be entitled to any pro rata share of surplus that exists, after the affairs of the Cooperative are closed. No part of any funds of the Cooperative shall be subject to the claims of general creditors of any Participant until all Cooperative benefits and other Cooperative obligations have been satisfied. The Cooperative's surplus or deficit shall be based on actual expenses. These expenses will be determined one year after the end of the Plan Year in which this Agreement or the Cooperative terminates.
 - iii. Any surplus or deficit shall include recognition of any claims/expenses incurred at the time of termination, but not yet paid. Such pro rata share shall be based on each Participant's relative premium contribution to the Plan as a percentage of the aggregate premium contributions to the Plan during the period of participation. This percentage amount would then be applied to the surplus or deficit which exists at the time of termination.
- b. The continuation of the Cooperative under the terms and conditions of the Agreement, or any amendments or restatements thereto, shall be subject to Board review on the fifth (5th) anniversary of the Effective Date and on each fifth (5th) anniversary date thereafter (each a "Review Date").
- i. At the annual meeting a year prior to the Review Date, the Board shall include as an agenda item a reminder of the Participants' coming obligation to review the terms and conditions of the Agreement.
 - ii. During the calendar year preceding the Review Date, each Participant shall be responsible for independently conducting a review of the terms and conditions of the Agreement and submitting to the Board of Directors a written resolution containing any objection to the existing terms and conditions or any proposed modification or amendment to the existing Agreement, such written resolution shall be submitted to the Board on or before March 1st preceding the Review Date. Failure to submit any such resolution shall be deemed as each Participant's agreement and authorization to the continuation of the Cooperative until the next Review Date under the existing terms and conditions of the Agreement.
 - iii. As soon as practicable after March 1st, the Board shall circulate to all Participants copies of all resolutions submitted by the Participants. Subject to Section S hereof, any resolutions relating to the modification, amendment, or objection to the Agreement submitted prior to each Review Date shall be considered and voted on by the Participants at a special meeting called for such purpose. Such special meeting shall be held on or before July 1st preceding the Review Date.

- iv. Notwithstanding the foregoing or Section T hereof, if at the Annual Meeting following any scheduled Review Date the Board votes on and approves the budget and annual assessment for the next year, the Participants shall be deemed to have approved the continuation of the Cooperative under the existing Agreement until the next Review Date.

c. The Participants acknowledge that it may be necessary in certain extraordinary circumstances to expel a Participant from the Cooperative. In the event the Board determines that:

- i. a Participant has acted inconsistently with the provisions of the Agreement in a way that threatens the financial well-being or legal validity of the Cooperative; or
- ii. a Participant has acted fraudulently or has otherwise acted in bad faith with regards to the Cooperative, or toward any individual Participant concerning matters relating to the Cooperative, the Board may vote to conditionally terminate said Participant's membership in the Cooperative. Upon such a finding by the affirmative vote of seventy-five percent (75%) of the Participants, the offending Participant shall be given sixty (60) days to correct or cure the alleged wrongdoing to the satisfaction of the Board. Upon the expiration of said sixty (60) day period, an absent satisfactory cure, the Board may expel the Participant by an affirmative vote of seventy-five percent (75%) of the Participants (exclusive of the Participant under consideration). This section shall not be subject to the weighted voting provision provided in Section D. Any liabilities associated with the Participant's departure from the Cooperative under this provision shall be determined by the procedures set forth in Section P of this Agreement.

R. REPRESENTATIONS AND WARRANTIES OF PARTICIPANTS.

Each Participant by its approval of the terms and conditions of this Agreement hereby represents and warrants to each of the other Participants as follows:

- a. The Participant understands and acknowledges that its participation in the Cooperative under the terms and conditions of this Agreement is strictly voluntary and may be terminated as set forth herein, at the discretion of the Participant.
- b. The Participant understands and acknowledges that the duly authorized decisions of the Board constitute the collective will of each of the Participants as to those matters within the scope of the Agreement.
- c. The Participant understands and acknowledges that the decisions of the Board made in the best interests of the Cooperative may on occasion temporarily disadvantage one or more of the individual Participants.
- d. The Participant represents and warrants that its designated Director or authorized representative understands the terms and conditions of this Agreement and is suitably experienced to understand the principles upon which this Cooperative operates.

- e. The Participant understands and acknowledges that all Directors, or their authorized representatives, are responsible for attending all scheduled meetings. Provided that the quorum rules are satisfied, non-attendance at any scheduled meeting is deemed acquiescence by the absent Participant to any duly authorized Board-approved action at the meeting. However, a Participant that was absent from a meeting will not be presumed to have acquiesced in a particular action taken at the meeting if, within fifteen (15) calendar days after learning of such action, the Participant delivers written notice to the Chairperson that it dissents from such action. The Participant shall also notify the other members of the Board of such dissent. The Chairperson shall direct the Secretary to file the notice with the minutes of the Board.
- f. The Participant understands and acknowledges that, absent bad faith or fraud, any Participant's vote approving any Board action renders that Board action immune from later challenge by that Participant.

S. RECORDS

The Board shall have the custody of all records and documents, including financial records, associated with the operation of the Cooperative. Each Participant may request records and documents relative to their participation in the Cooperative by providing a written request to the Chairperson and Chief Fiscal Officer. The Cooperative shall respond to each request no later than thirty (30) days after its receipt thereof, and shall include all information which can be provided under applicable law.

T. CHANGES TO AGREEMENT.

Any change or amendment to this Agreement shall require the unanimous approval of the Participants, as authorized by their respective legislative bodies.

U. CONFIDENTIALITY.

Nothing contained in this Agreement shall be construed to waive any right that a covered person possesses under the Plan with respect to the confidentiality of medical records and that such rights will only be waived upon the written consent of such covered person.

V. ALTERNATIVE DISPUTE RESOLUTION ("ADR").

- a. General. The Participants acknowledge and agree that given their budgeting and fiscal constraints, it is imperative that any disputes arising out of the operation of the Cooperative be limited and that any disputes which may arise be addressed as quickly as possible. Accordingly, the Participants agree that the procedures set forth in this Section V are intended to be the exclusive means through which disputes shall be resolved. The Participants also acknowledge and agree that by executing this Agreement each Participant is limiting its right to seek redress for certain types of disputes as hereinafter provided.

- b. Disputes subject to ADR. Any dispute by any Participant, Board Member, or Committee Person arising out of or relating to a contention that:
 - i. the Board, the Board's designated agents, a Committee person, or any Participant has failed to adhere to the terms and conditions of this Agreement or any duly-passed resolution of the Board or any duly-passed resolution of the Board;
 - ii. the Board, the Board's designated agents, a Committee person, or any Participant has acted in bad faith or fraudulently in undertaking any duty or action under the Agreement; or
 - iii. any other dispute otherwise arising out of or relating to: (i) the terms or conditions of this Agreement; (ii) any duly-passed decision, resolution, or policy by the Board of Directors; or (iii) otherwise requiring the interpretation of this Agreement shall be resolved exclusively through the ADR procedure set forth in paragraph (3) below.
- c. ADR Procedure. Any dispute subject to ADR, as described in subparagraph (2), shall be resolved exclusively by the following procedure:
 - i. Board Consideration: Within ninety (90) days of the occurrence of any dispute, the objecting party (the "Claimant") shall submit a written notice of the dispute to the Chairperson specifying in detail the nature of the dispute, the parties claimed to have been involved, the specific conduct claimed, the basis under the Agreement for the Participant's objection, the specific injury or damages claimed to have been caused by the objectionable conduct to the extent then ascertainable, and the requested action or resolution of the dispute. A dispute shall be deemed to have occurred on the date the objecting party knew or reasonably should have known of the basis for the dispute.
 - 1. Within sixty (60) days of the submission of the written notice, the Executive Committee shall, as necessary, request further information from the Claimant, collect such other information from any other interested party or source, form a recommendation as to whether the Claimant has a valid objection or claim, and if so, recommend a fair resolution of said claim. During such period, each party shall provide the other with any reasonably requested information within such party's control. The Executive Committee shall present its recommendation to the Board in writing, including any underlying facts, conclusions or support upon which it is based, within such sixty (60) day period.
 - ii. Within sixty (60) days of the submission of the Executive Committee's recommended resolution of the dispute, the Board shall convene in a special meeting to consider the dispute and the recommended resolution. The Claimant and the Executive Committee shall each be entitled to present any argument or material it deems pertinent to the matter before the Board. The Board shall hold discussion and/or debate as appropriate on the dispute and may question the Claimant and/or the Executive Committee on their respective submissions. Pursuant to its regular procedures, the Board shall vote on whether the Claimant has a valid

claim, and if so, what the fair resolution should be. The weighted voting procedure set forth in Section D shall not apply to this provision. The Board's determination shall be deemed final subject to the Claimant's right to arbitrate as set forth below.

- ii. Arbitration. The Claimant may challenge any Board decision under subparagraph (V)(3)(a)(ii) by filing a demand for arbitration with the American Arbitration Association within thirty (30) days of the Board's vote (a "Demand"). In the event a Claimant shall fail to file a Demand within thirty (30) days, the Board's decision shall automatically be deemed final and conclusive. In the event the Participant files a timely Demand, the arbitrator or arbitration panel may consider the claim:

provided however;

1. in no event may the arbitrator review any action taken by the Board that occurred three (3) or more years prior to when the Chairperson received notice of the claim; and
2. in no event may the arbitrator award damages for any period that precedes the date the Chairperson received notice of the claim by more than twenty-four (24) months.

- c. The Participants agree that the procedure set forth in this Section V shall constitute their exclusive remedy for disputes within the scope of this Section.

W. MISCELLANEOUS PROVISIONS.

1. This instrument constitutes the entire Agreement of the Participants with respect to the subject matter hereof, and contains the sole statement of the operating rules of the Cooperative. This instrument supersedes any previous Agreement, whether oral or written.

2. Each Participant will perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intended purposes of this Agreement.

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

4. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any claims made under Section V(3)(b) except to the extent otherwise limited therein, shall be governed by New York substantive law.

5. All notices to any party hereunder shall be in writing, signed by the party giving it, shall be sufficiently given or served if sent by registered or certified mail, return receipt requested, hand delivery, or overnight courier service addressed to the parties at the address designated by each party in writing. Notice shall be deemed given when transmitted.

6. This Agreement may be executed in two or more counterparts each of which shall be deemed to be an original but all of which shall constitute the same Agreement and shall become binding upon the undersigned upon delivery to the Chairperson of an executed copy of this Agreement together with a certified copy of the resolution of the legislative body approving this Agreement and authorizing its execution.

7. The provisions of Section V shall survive termination of this Agreement, withdrawal or expulsion of a Participant, and/or dissolution of the Cooperative.

8. Article and section headings in this Agreement are included for reference only and shall not constitute part of this Agreement.

9. No findings or recommendations made by the Joint Committee on Plan Structure and Design or by the Chair of the Joint Committee shall be considered a waiver of any bargaining rights under any contract, law, rule, statute, or regulation.

X. APPROVAL, RATIFICATION, AND EXECUTION.

1. As a condition precedent to execution of this Municipal Cooperative Agreement and membership in the Cooperative, each eligible municipal corporation desiring to be a Participant shall obtain legislative approval of the terms and conditions of this Agreement by the municipality's governing body.

2. Prior to execution of this Agreement by a Participant, the Participant shall provide the Chairperson with the resolution approving the municipality's participation in this Cooperative and expressly approving the terms and conditions of this Municipal Cooperative Agreement. Each presented resolution shall be maintained on file with the Cooperative.

3. By executing this Agreement, each signatory warrants that he/she has complied with the approval and ratification requirements herein and is otherwise properly authorized to bind the participating municipal corporation to the terms and conditions of this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned has caused this Amended Agreement to be executed as of the date adopted by the Board of Directors of Cooperative and subsequently adopted by all participating municipalities.

City of Watervliet

By: _____

Date: _____

Print Name and Title

County of Albany

By: _____

Date: _____

Print Name and Title

Town of Guilderland

By: _____

Date: _____

Print Name and Title

Town of New Scotland

By: _____

Date: _____

Print Name and Title

Village of Altamont

By: _____

Date: _____

Print Name and Title

Village of Green Island

By: _____

Date: _____

Print Name and Title

Village of Menands

By: _____

Date: _____

Print Name and Title

Berne Knox Westerlo Central School District

By: _____

Date: _____

Print Name and Title

North Colonie Central School District

By: _____

Date: _____

Print Name and Title

Capital Region BOCES

By: _____

Date: _____

Print Name and Title

Addendum “A”

Example of Weighted Voting Formula under Section D(2)

If 11 Participants have 500 or fewer enrollees each and 2 Participants have more than 500 enrollees each, under subparagraph “a” the 11 each get 1 vote. Under subparagraph “b” the 2 large Participants get 4 votes each, which is calculated by taking the total number of votes under subparagraph “a” [11] subtracting the number of Labor Representative votes [2], dividing by the number of eligible Participants under subsection “b” [2], and rounding the result [4.5] down to the nearest whole number [4]. The Labor Representative shall have 1 vote, irrespective of the votes available to the Participants.

Addendum "B"

Illustration of At-Large Labor Representative Calculation

Total Number of Participants	Total Number of At-Large Labor Representatives
< 17	1
17-22	2
23-27	3
28-32	4
33-37	5
38-42	6