

County of Albany

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



Meeting Agenda

Monday, August 11, 2025

7:00 PM

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

County Legislature

Call to Order**Roll Call****PREVIOUS BUSINESS**

827. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "U" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE

Sponsors: Cunningham

284. PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "G" FOR 2025: A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK

Sponsors: Willingham and Cunningham

CURRENT BUSINESS:

285. AMENDING THE 2025 DEPARTMENT OF PUBLIC WORKS BUDGET: SOLAR CREDITS

Sponsors: Public Works Committee

286. AMENDING RESOLUTION NO. 329 FOR 2024 REGARDING THE SPRUCE STREET GARAGE RECONSTRUCTION PROJECT

Sponsors: Public Works Committee

287. AUTHORIZING AN EASEMENT TO FIRST LIGHT FIBER, INC REGARDING INSTALLATION AND MAINTENANCE OF TELECOMMUNICATION INFRASTRUCTURE AT 222 MADISON AVENUE IN THE CITY OF ALBANY

Sponsors: Public Works Committee

288. AMENDING THE 2025 DEPARTMENT OF PUBLIC WORKS BUDGET: OVERTIME

Sponsors: Public Works Committee

289. AMENDING THE 2025 WATER PURIFICATION DISTRICT BUDGET: CHIEF MAINTENANCE MECHANIC

Sponsors: Public Works Committee

290. A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING A PROPOSED INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ALBANY COUNTY WATER PURIFICATION DISTRICT IN THE COUNTY OF ALBANY, NEW YORK

Sponsors: Public Works Committee

291. AUTHORIZING ACCEPTANCE OF A BIPARTISAN INFRASTRUCTURE LAW GRANT AND APPROVAL TO ACCESS ZERO PERCENT INTEREST LOANS FROM THE ENVIRONMENTAL FACILITIES CORPORATION REGARDING THE WATER PURIFICATION DISTRICT'S SLUDGE PROCESSING IMPROVEMENT PROJECT

Sponsors: Public Works Committee

292. AUTHORIZING AGREEMENTS REGARDING THE HEALTHY FAMILIES HOME VISITING PROGRAM AND AMENDING THE 2025 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Sponsors: Social Services Committee

293. AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE EXTENSION REGARDING THE HOME ENERGY ASSISTANCE PROGRAM

Sponsors: Social Services Committee

294. ADOPTING THE PROPOSED MODIFICATIONS TO ALBANY COUNTY AGRICULTURAL DISTRICT NOS. 1, 2, AND 3

Sponsors: Conservation, Sustainability and Green Initiatives Committee, Reinhardt, Cleary, Efekoro, Miller, Rosano, Smith, Whalen and Perlee

295. AMENDING THE 2025 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: ADMINISTRATIVE ADJUSTMENTS

Sponsors: Elder Care Committee

296. AUTHORIZING AGREEMENTS REGARDING ALBANY COUNTY INSURANCE COVERAGE

Sponsors: Law Committee

297. AUTHORIZING AN AGREEMENT WITH WEST PUBLISHING CORPORATION REGARDING WESTLAW LEGAL RESEARCH SERVICES SOFTWARE

Sponsors: Law Committee

298. AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: MAINTENANCE MECHANIC III POSITION

Sponsors: Public Safety Committee

299. AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: DEPUTY SHERIFF POSITIONS

Sponsors: Public Safety Committee and Lockart

300. AUTHORIZING AN AGREEMENT WITH CFG MEDICAL SERVICES REGARDING MEDICAL CARE AT THE ALBANY COUNTY CORRECTIONAL FACILITY

Sponsors: Public Safety Committee

301. AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: FIRE APPARATUS VEHICLE PURCHASE

Sponsors: Public Safety Committee

302. AMENDING RESOLUTION NO. 355 FOR 2024 REGARDING THE 2022 HAZARDOUS MATERIALS GRANT AND AMENDING THE 2025 SHERIFF'S OFFICE BUDGET

Sponsors: Public Safety Committee

303. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE CANAL CORPORATION REGARDING REIMBURSEMENT FOR MARINE PATROL SERVICES

Sponsors: Public Safety Committee

- 304.** AMENDING RESOLUTION NO. 491 FOR 2022 REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM

Sponsors: Public Safety Committee and Pedo

- 305.** AMENDING THE 2025 VETERANS BUREAU BUDGET: PERSONNEL ADJUSTMENTS

Sponsors: Public Safety Committee

- 306.** AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE 2025 GUN INVOLVED VIOLENCE ELIMINATION GRANT AND AMENDING THE 2025 SHERIFF'S OFFICE BUDGET

Sponsors: Public Safety Committee and Lane

- 307.** CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF THE ALBANY COUNTY REAL PROPERTY TAX SERVICE AGENCY

Sponsors: Personnel Committee

- 308.** AUTHORIZING AN AGREEMENT WITH HEALTH INSURANCE SOLUTIONS INCORPORATED REGARDING EMPLOYEE BENEFITS ADVISORY SERVICES

Sponsors: Personnel Committee

- 309.** BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED AUGUST 11, 2025, AUTHORIZING THE CONSTRUCTION OF NETWORK UPGRADES FOR THE COUNTY SHERIFF'S OFFICE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,500,000, APPROPRIATING SAID AMOUNT THEREFORE, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Sponsors: Audit and Finance Committee

- 310.** BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED AUGUST 11, 2025, AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE FACILITIES OF THE ALBANY COUNTY SHERIFF, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$489,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$489,000 BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Sponsors: Audit and Finance Committee

- 311.** AUTHORIZING THE LISTING OF VARIOUS PARCELS OF REAL PROPERTY FOR PUBLIC SALE PURSUANT TO § 360-40 OF THE ALBANY COUNTY CODE

Sponsors: Audit and Finance Committee

- 312.** AUTHORIZING AN AGREEMENT WITH EMPIRE STATE DEVELOPMENT REGARDING CAPITAL GRANT FUNDING AND AMENDING THE 2025 DEPARTMENT OF ECONOMIC DEVELOPMENT CONSERVATION AND PLANNING BUDGET

Sponsors: Audit and Finance Committee

LOCAL LAWS:

LOCAL LAW NO. "Q" FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK CREATING CHAPTER 114 OF THE ALBANY COUNTY CODE, REGARDING THE CREATION OF THE ALBANY COUNTY OFFICE OF ASSIGNED COUNSEL

Sponsors: Kuhn

LOCAL LAW NO. "C" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE REGARDING CREATING A REAL PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF ACCESSORY DWELLING UNITS ON EXISTING RESIDENTIAL PARCELS

Sponsors: Cunningham, Willingham, Reidy, McLaughlin and Laurilliard

LOCAL LAW NO. "E" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, IMPOSING AN ADDITIONAL ONE PERCENT RATE OF TAX ON SALES AND USES OF TANGIBLE PERSONAL PROPERTY AND OF CERTAIN SERVICES, AND ON OCCUPANCY OF HOTEL ROOMS AND AMUSEMENT CHARGES, PURSUANT TO ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK

Sponsors: Cunningham and Reidy

LOCAL LAW NO. "F" FOR 2025: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENACTING A MORTGAGE RECORDING TAX PURSUANT TO SECTION 253-p OF THE TAX LAW OF THE STATE OF NEW YORK

Sponsors: Cunningham and Reidy

Adjournment

LOCAL LAW NO. U FOR 2024

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE

Introduced: 12/2/24

By Cunningham:

PURSUANT TO SECTIONS 24 AND 27 OF THE MUNICIPAL HOME RULE LAW,

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

SECTION I.

By Local Law No. 7 for 2024, this Honorable Body provided for the creation of the position of Deputy Chairperson for the Albany County Legislature. Compensation commensurate with the duties of the Deputy Chairperson is warranted.

SECTION II.

The annual salary of the Deputy Chairperson shall be \$37,405 effective January 1, 2025.

SECTION III.

If any clause, sentence or provision of this local law or the application thereof to any person or circumstance shall be adjudged by a court of competent jurisdiction to be invalid, the invalidity thereof shall not affect, impair or invalidate the remainder of the provisions of this local law or the application thereof to other persons and circumstances.

SECTION IV.

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 V.

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

RESOLUTION NO. 827

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “U” FOR 2024: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE

Introduced: 12/2/24

By Cunningham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “U” for 2024, “A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, PROVIDING FOR A CHANGE IN THE SALARY OF A COUNTY OFFICER DURING THEIR TERM OF OFFICE” be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:00 p.m. on Tuesday, August 26, 2025, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law Committee – 12/02/24

Favorable Recommendation Law Committee – 7/30/25

LOCAL LAW NO. “G” FOR 2025

A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK

Introduced: 7/14/25

By Cunningham and Willingham:

BE IT ENACTED BY THE LEGISLATURE OF THE COUNTY OF ALBANY AS FOLLOWS:

Section 1. Title.

The Albany County Affordable Housing Initiatives, is hereby created.

Section 2. Legislative Findings and Intent.

Affordable housing is one of the greatest challenges throughout New York State, and Albany County is no different. It is traditionally accepted that people should pay no more than thirty percent (30%) of the area’s median income for housing. But nearly fifty percent (41%) of Albany County renters are spending over 30% of their income on housing. Annually, renters’ purchasing power fails to keep up with increasing rent. From 2022 to 2023, renter’s wages increased by an average of 3.3%, while apartment rents increased by an average of 8.8%. As rents continue to climb, this crisis continues to grow.

Beyond renting, individuals making the median income in Albany County cannot afford homeownership either. Single-income households with median incomes face a significant shortfall on their annual mortgage, even under generous interest and loan terms, a shortfall that wouldn’t be fully bridged in a multi-income household. Too many residents in Albany County are financially unable to purchase homes within the County. With homeownership directly tied to the growth of generational wealth, educational attainment, and family stability, it is imperative that this crisis is addressed.

An increase in housing supply, both in the rental and ownership markets, will aid in easing the financial burden on renters and owners in the County. However, affordable housing development faces substantial challenges. Interested parties struggle to secure the necessary investment to rehabilitate or construct housing in the urban and rural areas where housing is most needed and effective. Decades of residential flight, neglect, and blight have created a financing environment where predevelopment funding for architectural or engineering needs is hard to acquire. As investment continues to lag behind development, the crisis exacerbates.

To respond to these crises, and pursuant to Article IX of the New York State Constitution and Municipal Home Rule Law Section 10, Albany County may exercise its broad police powers to provide for comprehensive affordable housing initiatives.

Based upon the critical shortage of affordable housing confronting Albany County, the Albany County Legislature finds that creating affordable housing initiatives serves a valid governmental and public purpose.

Section 3. Definitions.

- A. Affordable Housing: shall be generally defined as housing in which the occupant is paying no more than thirty (30%) percent of their gross income for housing costs, including utilities for persons or families deemed to be or eligible to be deemed to be of extremely low, very low, low, or moderate income by any federal or state housing program. Nothing in the definition shall prevent the County from funding housing services either above or below this affordability level when such funding is in keeping with federal or state programs providing housing assistance or where any income restricted housing, whether intended for rental or homeownership, is subject to a regulatory agreement with a local, state, or federal governmental entity.
- B. Housing Accommodation: shall be defined as any building, structure, or portion thereof that is occupied as or intended for occupancy as a residency by one or more families and any vacant land that is offered for sale or lease for the construction thereon of any building, structure, or portion thereof intended to be so occupied.
- C. Housing: shall be defined as and include all Housing Accommodations as herein defined.

Section 4. Public Purpose.

- A. The Albany County Legislature hereby determines that the development, maintenance, management, and/or provision of Affordable Housing is a public purpose in accordance with the New York State Constitution Section IX and Municipal Home Rule Law Section 10.
- B. To address the housing supply, housing affordability, and housing development challenges in Albany County, this Local Law authorizes, pursuant to rules and regulations adopted by the Legislature:

- i. The creation of a Committee, housed within the Advance Albany County Alliance, empowered to address Affordable Housing;
- ii. The development of a revolving loan fund to connect developers with financial, advisory, or educational assistance for the development of Affordable Housing;
- iii. The undertaking and creation of grants, loans, and/or other support services tailored to expanding Affordable Housing;
- iv. Efforts to expand the housing supply by the provision of financial, educational, and advisory services to developers of Affordable Housing; and
- v. The establishment of a reserve fund and/or the use of a portion of the unassigned fund balance to support the provision of the above initiatives.

C. This Local Law and the designations set forth herein shall apply to all housing initiatives within Albany County.

Section 5. Procedure for Authorization.

Any grant, loan, support service or development fund initiative made by the County may be further conditioned by the County Legislature on its approval of a subsequent agreement as may be necessary or convenient to accomplish the purposes of this Local Law and set forth the terms and conditions of any such grant, loan, support service, or development fund initiative. The preparation, creation, negotiation, finalization, approval, execution, and delivery of any such agreement is hereby authorized by this Local Law. No such authorization shall provide for the funding of any such advance, grant, loan, subsidy, or contribution out of proceeds of obligations issued by the County pursuant to the New York State Finance Law.

Section 6. Severability.

If any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm, corporation or circumstance, shall be adjudged by any 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, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of the Local Law or in its application to the person, individual, firm, corporation or circumstance directly involved in the controversy in which such judgment or order may be rendered.

Section 7. 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 8. Effective Date.

The Local Law shall take effect immediately upon its filing with the Secretary of State.

RESOLUTION NO. 284

**PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “G” FOR 2025: A
LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE
HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE
COUNTY OF ALBANY, NEW YORK**

Introduced: 7/14/25

By Willingham and Cunningham:

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. “G” for 2025, “A LOCAL LAW DESIGNATING THE DEVELOPMENT OF AFFORDABLE HOUSING AS A GOVERNMENTAL AND PUBLIC PURPOSE OF THE COUNTY OF ALBANY, NEW YORK” to be held by the Albany County Legislature at 7:00 p.m. on Tuesday, August 26, 2025, with participation information to be made available on the Albany County website, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

Referred to Law Committee – 7/14/25

Favorable Recommendation Law Committee – 7/30/25



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

July 8th, 2025

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

Dear Chairwoman Cunningham,

This request is to authorize a budget amendment to the 2025 Department of Public Works budget. This amendment would redirect funding into DPW's electric budget line DM5130-44101. The County is receiving solar credits from National Grid as a result of the operation and electrical production of the County-owned solar array located in the Town of Colonie at 897 Watervliet Shaker Road. These solar credits are being redirected to DPW's electric line to cover the cost of the agreement with Calibrant NY II, LLC for the ongoing operation and maintenance of the solar array.

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
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6688, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Amending the 2025 Department of Public Works Budget

Date: 7/9/2025
Department: DPW
Attending Meeting: Patrick Curran
Submitted By: Patrick Curran
Title: Sustainability and Ec. Dev. Coordinator
Phone: 518-447-5639

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: \$275,000.00

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:	See budget amendment
Revenue Amount:	See budget amendment
Appropriation Account and Line:	See budget amendment
Appropriation Amount:	See budget amendment

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: 23-168 - 5/8/2023

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

This request is to authorize a budget amendment to the 2025 Department of Public Works budget. This amendment would redirect funding into DPW's electric budget line DM5130-44101. The County is receiving solar credits from National Grid as a result of the operation and electrical production of the County-owned solar array located in the Town of Colonie at 897 Watervliet Shaker Road. These solar credits are being redirected to DPW's electric line to cover the cost of the agreement with Calibrant NY II, LLC for the ongoing operation and maintenance of the solar array.

RESOLUTION NO. 168

AUTHORIZING A POWER PURCHASE AGREEMENT WITH CALIBRANT NY II, LLC REGARDING THE PURCHASE OF SOLAR ENERGY GENERATED BY A SOLAR ARRAY AT 897 WATERVLIET SHAKER ROAD IN THE TOWN OF COLONIE

Introduced: 5/8/23

By Conservation, Sustainability, and Green Initiatives Committee:

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

WHEREAS, The County Executive has requested authorization to enter into a Power Purchase Agreement with Calibrant NY II, LLC regarding the purchase of the energy generated by a solar array at 897 Watervliet Shaker Road in the Town of Colonie for a term of twenty-five years, beginning on the commercial operation date, and

WHEREAS, The County Executive has indicated that the Power Purchase Agreement is projected to save the County approximately \$210,000 in electricity costs, will reduce carbon emissions by 1,429 tons, and offset between 10 and 15 percent of County electricity demand, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a Power Purchase Agreement with Calibrant NY II, LLC, Albany, NY 12207, regarding the purchase of the energy generated by a solar array at 897 Watervliet Shaker Road in the Town of Colonie for a term of twenty-five years, beginning on the commercial operation date, 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.

USE WHOLE NUMBERS ONLY

BUDGET LINE				DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				

DM	5130	44101	10000			Electric	\$275,000		\$396,150	Public Works
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TOTAL APPROPRIATIONS	\$275,000	\$0
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ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE				DESCRIPTION		DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				

DM	5130	03638				Solar Electric Credits	\$275,000	\$275,000	Public Works
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TOTAL REVENUES	\$0	\$275,000
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GRAND TOTAL	\$275,000	\$275,000
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RESOLUTION NO. 285

AMENDING THE 2025 DEPARTMENT OF PUBLIC WORKS BUDGET: SOLAR CREDITS

Introduced: 8/11/25

By Public Works Committee:

WHEREAS, By Resolution No. 168 for 2023, this Honorable Body authorized a Power Purchasing Agreement with Calibrant NY II, LLC regarding the purchase of the energy generated by a solar array at 897 Watervliet Shaker Road in the Town of Colonie for a term of twenty-five years, and

WHEREAS, The Commissioner of the Department of Public Works has requested a budget amendment regarding solar credits received from National Grid in connection with the ongoing operational and maintenance cost to operate the aforementioned solar array, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2025 Department of Public Works Budget is hereby amended as follows:

USE WHOLE NUMBERS ONLY									
BUDGET LINE				DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
DM	5130	44101	10000			Electric	\$275,000	\$396,150	Public Works
TOTAL APPROPRIATIONS							\$275,000	\$0	

ESTIMATED REVENUES									
USE WHOLE NUMBERS ONLY									
BUDGET LINE				DESCRIPTION		DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
DM	5130	03638				Solar Electric Credits	\$275,000	\$275,000	Public Works
TOTAL REVENUES							\$0	\$275,000	
GRAND TOTAL							\$275,000	\$275,000	

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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL McLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
112 STATE STREET, SUITE 1300
ALBANY, NEW YORK 12207
(518) 447-7210 FAX (518) 447-7747
WWW.ALBANYCOUNTY.COM

DAVID M. LATINA
COMMISSIONER

SCOTT D. ALLARDICE
DEPUTY COMMISSIONER

June 4, 2025

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

Re: Amending Contract Res. No. 329 of 2024 for the Spruce Street Garage Reconstruction Project.

Dear Chairwoman Cunningham:

General Services is requesting a cost amendment to contract Res. No. 329 of 2024 Authorizing an Agreement with Gallo Construction Corp. as the General Work Contractor (GWC) for the Spruce Street Garage Reconstruction Project.

Res. No. 329 of 2024 has a not to exceed cost of \$8,247,360.00 with the term ending June 30, 2026. The requested amendment will provide an additional \$500,000.00, bringing the not to exceed cost to \$8,747,360.00.00. Additional costs of this amendment will be covered by bond HHX0 Res. No. 10 of 2023.

The Additional costs are pursuant to additional unforeseen structural and steel work exposed through the reconstruction process. Additional structural steel repairs were necessitated due to severe deterioration and section loss at the beam-to-column connections and deterioration of the steel H-pile foundations below grade of the parking garage.

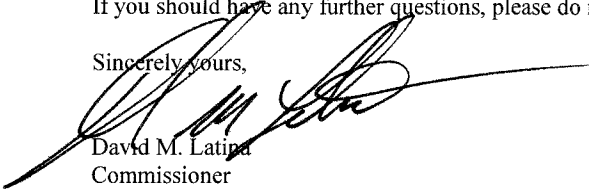
The severe level of steel deterioration was unforeseen until mechanical removal of the concrete deck encasing the beam-to-column connections and excavation of soils covering the steel H-pile foundations. Additional safety stabilization, new steel structural members and significant amount of additional welding & labor were required to rebuild/reinforce the beam-to-column connections and strengthen the steel H-pile foundations. All new structural design detailing and implementation was overseen by the Engineer of Record (C.T. Male/O&S Consulting Structural Engineers) and Albany County Facilities Engineering Division.

As of today, project is still on schedule to be completed by December 2025.

All terms and content of Res. No. 329 of 2024 will remain in effect.

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

Sincerely yours,


David M. Latina
Commissioner

DML:tas
Enclosure(s)

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6651, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Amending Contract Res. No. 329 of 2024 for the Spruce Street Garage Reconstruction Project

Date: 6/5/2025
Department: General Services
Attending Meeting: Commissioner Latina
Submitted By: David M Latina
Title: Commissioner
Phone: 518-447-7210

Purpose of Request: Contract Authorization Amendment to Res. No. 329 of 2024

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Gallo Construction Corp., 50 Lincoln Avenue, Watervliet, NY 12189

Term: (Start/end date or duration) July 1, 2024 - June 30, 2026
Amount/Raise Schedule/Fee: 500,000.00

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: CAPIT
Appropriation Amount: 500,000.00

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.:	HHX0 10 of 2023
Apprenticeship Program	Yes ☒ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 329 of 2024

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

General Services is requesting a cost amendment to contract Res. No. 329 of 2024 Authorizing an Agreement with Gallo Construction Corp. as the General Work Contractor (GWC) for the Spruce Street Garage Reconstruction Project.

Res. No. 329 of 2024 has a not to exceed cost of \$8,247,360.00 with the term ending June 30, 2026. The requested amendment will provide an additional \$500,000.00, bringing the not to exceed cost to \$8,747,360.00.00. Additional costs of this amendment will be covered by bond HHX0 Res. No. 10 of 2023.

The Additional costs are pursuant to additional unforeseen structural and steel work exposed through the reconstruction process. Additional structural steel repairs were necessitated due to severe deterioration and section loss at the beam-to-column connections and deterioration of the steel H-pile foundations below grade of the parking garage.

The severe level of steel deterioration was unforeseen until mechanical removal of the concrete deck encasing the beam-to-column connections and excavation of soils covering the steel H-pile foundations. Additional safety stabilization, new steel structural members and significant amount of additional welding & labor were required to rebuild/reinforce the beam-to-column connections and strengthen the steel H-pile foundations. All new structural design detailing and implementation was overseen by the Engineer of Record (C.T. Male/O&S Consulting Structural Engineers) and Albany County Facilities Engineering Division.

As of today, project is still on schedule to be completed by December 2025.

All terms and content of Res. No. 329 of 2024 will remain in effect.

AGREEMENT BETWEEN THE COUNTY OF ALBANY
AND GALLO CONSTRUCTION CORPORATION
FOR GENERAL CONSTRUCTION WORK
FOR THE ALBANY COUNTY SPRUCE STREET GARAGE
REMEDICATION AND REPAIRS PROJECT

PURSUANT TO RES. NO. 329 FOR 2024, ADOPTED JUNE 10, 2024
(CONTRACT NO. 2024-2079)

This is an Agreement made by and between the County of Albany, a municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter, the "County") and Gallo Construction Corporation, a registered New York corporation, with a principal place of business located at 50 Lincoln Avenue, Watervliet, New York 12189 (hereinafter, the "Contractor," and with the County, may be referred to herein individually as a "[p]arty," or together as the "[p]arties").

WITNESSETH:

WHEREAS, the Albany County Department of General Services (hereinafter, the "DGS") requires construction work for the Albany County Spruce Street Garage Remediation and Repairs Project; and

WHEREAS, the Albany County Purchasing Division (hereinafter, the "Purchasing Division") issued a Request for Bids for the aforesaid construction work, said request having been designated RFB #2022-024R, issued on March 21, 2024, and published on March 28, 2024 (hereinafter, the "RFB"); and

WHEREAS, the Purchasing Division has issued six (6) addenda to the RFB, the first on March 29, 2024 (hereinafter, the "Addendum #1"), the second on April 3, 2024 (hereinafter, the "Addendum #2"), the third on April 10, 2024 (hereinafter, the "Addendum #3"), the fourth on April 19Apr, 2024 (hereinafter, the "Addendum #4"), the fifth on April 22, 2024 (hereinafter, the "Addendum #5"), and the sixth on April 24, 2024 (hereinafter, the "Addendum #6," and together with the Addendum #1 through Addendum #5, may be referred to herein as the "Addenda"); and

WHEREAS, the Contractor has submitted a bid on April 25, 2024 to provide the aforesaid construction work (hereinafter, the "Bid"); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid construction work as the lowest responsible bidder; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an agreement with the Contractor for the aforesaid construction work as the lowest responsible bidder pursuant to Resolution No. 329 for 2024, adopted June 10, 2024; and

WHEREAS, this Agreement sets forth the understanding reached by the parties herein;

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

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement, the RFB, which is incorporated by reference and made a part hereof; the Addenda, which are incorporated by reference and made a part hereof; and the Bid, which is incorporated by reference and made a part hereof (collectively, may be referred to herein as “the Agreement”).

1.2 In the event of any discrepancy, disagreement, or ambiguity among the Contract Documents, the documents shall be given preference in the following order to interpret and resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) the Addenda, in the following order: Addendum #6, Addendum #5, Addendum #4, Addendum #3, Addendum #2, Addendum #1; 3) the RFB; 4) the Bid.

ARTICLE 2. SCOPE OF WORK

2.1 Consistent and together with the Addenda, the Contractor shall provide all of the construction work, generally described in the RFB, and as requested by DGS (hereinafter, the “work”); provide the work in the manner described in the RFB; meet all of the RFB’s terms, conditions, requirements, provisions, etc.; provide any and all equipment, supplies, labor, goods, materials and incidentals necessary to perform all the work; and the work shall include, but is not limited to, the following:

2.1.1 If required, coordinating with the DGS and the Albany County Facilities Engineering Division (hereinafter, the “ACFE”) regarding the scope of work and project administration, said coordination to occur before, during and after performing the work;

2.1.2 Following the County’s interpretation of all plans, drawings, specifications, terms and conditions, said interpretation being final and binding upon the Contractor; and

2.1.3 Following all applicable codes, regulations and standards, including, but not limited to, the New York State Building Code and OSHA regulations and standards, including, but not limited to, PART 1926 SAFETY and HEALTH REGULATIONS for CONSTRUCTION.

2.2 In addition to the work described in Paragraph 2.1 above, the Contractor shall:

2.2.1 Keep all areas of the work site(s) free from debris and the accumulation of waste materials and move construction waste and debris off site in a timely and legal manner; and

2.2.2 Limit use of premises to work in areas indicated and not disturb portions of the any project site beyond areas in which the work is indicated.

2.3 While providing the work described in Paragraphs 2.1 and 2.2, the Contractor and its employees, agents, etc., shall follow all Covid-19 and Social Distancing requirements of the County; the State of New York, including, but not limited to, any Governor executive orders and Empire State Development Corporation's guidelines and requirements; and the federal government, and the Contractor shall be subject to the provisions of any County Local Emergency Order re Covid-19 and all supplements/renewals to said order.

2.4 The quality of work and services the Contractor renders shall be subject to inspection by the County at any time. Inspection by the County shall not relieve the Contractor of the responsibility for following all plans, meeting all specifications or performing the work in a safe manner.

2.5 The Contractor shall not perform any work beyond that set forth or described in this Agreement (hereinafter, the "extra work") unless it has obtained prior written approval from the DPW or the County's Engineer for this project.

2.6 The Contractor shall render all work and services in a professional and workmanlike manner.

2.7 The Contractor warrants the labor and materials it provides in accordance with the Schedule of Warranties described in the RFB.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an amount not to exceed EIGHT MILLION, TWO HUNDRED FORTY-SEVEN THOUSAND, THREE HUNDRED SIXTY AND 00/100 DOLLARS (\$8,247,360.00), for all work, goods and services rendered under this Agreement, said dollar amount being equal to the sum of the Contractor's revised Base Bid in the amount of SIX MILLION, SEVEN HUNDRED TWENTY-TWO THOUSAND, EIGHT HUNDRED AND 00/100 DOLLARS (\$6,722,800.00), a 20% Contingency Allowance in the amount of ONE MILLION, THREE HUNDRED THIRTY-FOUR THOUSAND, FIVE HUNDRED SIXTY AND 00/100 DOLLARS (\$1,334,560.00), and a Field Engineering Allowance in the amount of ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00).

3.2 The pricing set forth in the Bid shall remain firm for the entire term of this Agreement, and renewal term(s), if any.

ARTICLE 4. PAYMENT

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the DGS or the County's Engineer, and after review and approval by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of the Agreement shall commence on commencement of the work and shall continue in effect through completion of the work by the Contractor as determined by the County. The parties anticipate substantial completion on or before December 4, 2026, and final completion of the work on or before December 18, 2026.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 If the County determines that the quality of services rendered by the Contractor is not satisfactory, and/or that the Contractor is not meeting the specifications' requirements, the County may terminate this Agreement and employ another contractor to fulfill its requirements.

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

ARTICLE 7. ASSIGNMENT

7.1 The Contractor specifically agrees as required by Section 109 of the N.Y. GENERAL MUNICIPAL LAW that the Contractor is prohibited from assigning, transferring, conveying, subcontracting or otherwise disposing of this Agreement, or of the Contractor's right, title, or interest therein, without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

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

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. RELATIONSHIP OF THE PARTIES

The Contractor is, and shall function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County for any purpose. The employees and agents of the Contractor shall not in any manner be, or be held out to be, agents or employees of the County.

ARTICLE 12. INDEMNIFICATION

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

ARTICLE 13. NON-APPROPRIATIONS

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

ARTICLE 14. APPLICABLE LAW; DISPUTE RESOLUTION

14.1 The laws of the State of New York shall govern this Agreement. The designated venue is Albany, New York.

14.2 The parties agree that the County's Engineer has unlimited discretion to decide any and all questions related to the work required to be provided by the Contractor under this Agreement, and payments required to be made to the Contractor by the County for said work, and that the Engineer's decision shall be binding on all parties.

14.3 The parties also agree that the County has unlimited discretion to determine any and all questions related to additional compensation for extra work as decided by the County's Engineer, and that the County's determination shall be binding on all parties.

14.3 The parties further agree that judicial review of any decision by the County regarding work or payments, or any determination by the County regarding additional compensation, is limited to:

14.3.1 The commencement of a proceeding under Article 78 of the New York Civil Practice Laws and Rules, within 21 days of the Engineer's decision, filed in Supreme Court, Albany County, New York, and subject to the procedures and laws applicable in that court (hereinafter, the "Article 78 proceeding"); and

14.3.2 The Article 78 proceeding shall only seek a judicial determination regarding whether or not the Engineer's decision, and/or the County's determination, is arbitrary, capricious or grossly erroneous as to evidence bad faith.

ARTICLE 15. RECORDS

15.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

15.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

15.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, and authorized State and/or Federal personnel during such period.

ARTICLE 16. INSURANCE; BONDS

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the "County of Albany" as certificate holder and primary/non-contributory additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued certificate. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. GENERAL MUNICIPAL LAW, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. WORKERS' COMPENSATION LAW and of Schedule A of this Agreement.

16.4 In addition to the insurance policies described in Paragraphs 16.1 through 16.3 above, the Contractor shall provide the County with a performance bond and a payment bond, each in the amount of EIGHT MILLION, TWO HUNDRED FORTY-SEVEN THOUSAND, THREE HUNDRED SIXTY AND 00/100 DOLLARS (\$8,247,360.00), prior to commencing any work described in this Agreement.

ARTICLE 17. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 18. MODIFICATION

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

ARTICLE 19. EXECUTION OF DOCUMENTS

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

ARTICLE 20. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no representations or promises have been made except as herein expressly set forth.

ARTICLE 22. COMPLIANCE WITH MacBRIDE PRINCIPLES

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

ARTICLE 23. NON-INTERRUPTION OF WORK

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

ARTICLE 24. EXTRA WORK/SERVICES

If the Contractor is of the opinion that any work/services it has been directed to perform is beyond the scope of this Agreement and constitutes extra work/services, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such

work/services is in fact beyond the scope of this Agreement and whether or not it constitutes extra work/services. In the event the County determines such work does constitute extra work/services, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 25. PREVAILING WAGE RATES AND SUPPLEMENTS

The Contractor shall at all times remain in compliance with Sections 220.3 and 220-d of the N.Y. LABOR LAW, which concern the payment of not less than the prevailing hourly wage rate for a legal day's work to each laborer, workman or mechanic employed by the Contractor in the provision of the services required under this Agreement. The Contractor shall submit payroll records to the County every thirty (30) days after issuance of its first payroll in accord with N.Y. LABOR LAW 220 [3-a]a.

ARTICLE 26. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with N.Y. GENERAL MUNICIPAL LAW § 103-g entitled "Iranian Energy Sector Divestment," in that Contractor has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including, but not limited to, the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 27. STORMWATER MANAGEMENT PROGRAM; GREEN INFRASTRUCTURE POLICY

27.1 The Contractor understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. The Contractor further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. The Contractor agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. The Contractor also agrees to implement any corrective actions identified by the

County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen the Contractor's own liability.

27.2 The Contractor shall execute and deliver to the County a certification statement regarding the County's Stormwater Management Program Plan prior to commencing any work described in this Agreement.

27.3 The Contractor acknowledges awareness of the County's Green Infrastructure Policy (hereinafter, the "Green Policy"), which is part of the County's larger MS4 Stormwater Management Program pursuant to SPDES GP-0-15-003. The Contractor agrees to examine the feasibility of design options involving the protection of natural resources, reduction of stormwater runoff, and use of green infrastructure practices to the maximum extent practicable in accordance with the Green Policy.

ARTICLE 28. ADDITIONAL TIME FOR CONTRACTOR DUE TO DELAY

The County shall not be liable to the Contractor and/or any subcontractor for claims or damages of any nature caused by or arising out of delays. The sole remedy against the County for delays shall be the allowance of additional time for completion of the work, the amount of which shall be subject to the Dispute Resolution procedure described in Article 14, above. Except to the extent, if any, expressly prohibited by law, the Contractor expressly agrees not to make and hereby waives any claim for damages for delay, including, but not limited to, those resulting from increased labor or material costs; directions given or not given by the County or any consultant engineer, including scheduling and coordination of the work; the preparation of drawings and specifications or review of shop drawings and requests for instruction(s); or, by the County or any other contractor on the Project, whether or not foreseeable or anticipated. The Contractor agrees that its sole right and remedy therefore shall be an extension of time, if appropriate. IT IS EMPHASIZED THAT NO MONETARY RECOVERY MAY BE OBTAINED BY THE CONTRACTOR FOR DELAY AGAINST THE COUNTY BASED ON ANY REASON AND THAT THE CONTRACTOR'S SOLE REMEDY, IF APPROPRIATE, IS ADDITIONAL TIME.

ARTICLE 29. MISCELLANEOUS PROVISIONS

29.1 In addition to the MacBride Principles of Fair Employment, Non Interruption of Work (per Res. No. 298 for 1986) and Iranian Energy Sector Divestment policies described above, the Contractor also acknowledges that it shall follow all of the other policies and procedures contained in the RFB.

29.2 During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

29.3 The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

29.4 If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions or paragraphs.

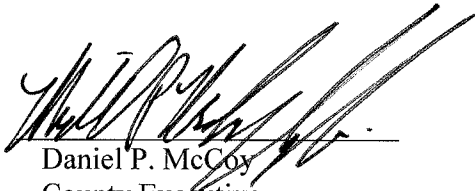
29.5 The County shall bear no responsibility other than that set forth in this Agreement.

29.6 All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

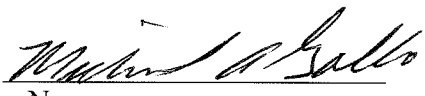
COUNTY OF ALBANY

DATED: 7/18/24

BY: 
 Daniel P. McCoy
 County Executive
 or
 Michael P. McLaughlin
 Deputy County Executive

GALLO CONSTRUCTION CORPORATION

DATED: 6/20/2024

BY: 
 Name:
Michael A Gallo, VP
 Title:

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

On the 27th day of July, 2024, 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.

Michael P. McCoy

NOTARY PUBLIC

EUGENIA K. CONDON
Notary Public, State of New York
Registration No: 02CO4969817
Qualified in Albany County
Commission Expires July 23, 2026

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

On the 20 day of June, 2024, before me, the undersigned, personally appeared Michael Gallo 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.

Lisa A. Gizera
NOTARY PUBLIC

Lisa A. Gizera
Notary Public, State of New York
Qualified in Montgomery County
No. 01G16085575
Commission Expires December 30, 2026

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2024, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

NOTARY PUBLIC

SCHEDULE A
INSURANCE COVERAGE

1. Workers' Compensation and Employers' Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.
2. Automobile Liability Insurance: A policy or policies with the limits of not less than \$500,000 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.
3. General Liability Insurance: A policy or policies of comprehensive all-risk insurance, including coverage for demolition of structuresga, with limits of not less than:
 - i. Commercial General Liability:
 - \$4,000,000 General Aggregate Limit (other than products-completed operations);
 - \$4,000,000 Products-Completed Operations Aggregate Limit;
 - \$2,000,000 Personal and Advertising Liability;
 - \$2,000,000 Each Occurrence Limit;
 - \$1,000,000 Fire Legal Liability;
 - \$ 10,000 Medical Expense Limit (each person);
 - \$1,000,000 Employee Benefit Liability, and
 - ii. Excess Umbrella Liability:
 - \$5,000,000 Per Occurrence;
 - \$5,000,000 Annual Aggregate.
4. Disability Insurance: A policy or policies providing appropriate disability benefits in accordance with N.Y. WORKERS' COMPENSATION LAW § 220(8).

RESOLUTION NO. 329

AUTHORIZING AN AGREEMENT WITH GALLO CONSTRUCTION CORP. REGARDING GENERAL CONSTRUCTION SERVICES FOR THE SPRUCE STREET PARKING GARAGE RECONSTRUCTION PROJECT

Introduced: 6/10/24

By Public Works Committee:

WHEREAS, The Commissioner of the Department of General Services has requested authorization to enter into an agreement with Gallo Construction Corp. regarding general construction services for the Spruce Street Parking Garage Reconstruction Project in an amount not to exceed \$8,247,360 for a term commencing July 1, 2024 and ending June 30, 2026, and

WHEREAS, The Commissioner has indicated that reconstruction work will include structural rehabilitation of the parking garage and stair towers, replacement of deteriorated joints and sealants, and the subsequent application of a waterproofing membrane to the upper levels, and

WHEREAS, The Department, through the Purchasing Agent, issued a request for bids for general construction services and four bids were received, and

WHEREAS, After a review of said bids the Department has recommended awarding the contract to Gallo Construction Corp. as the lowest responsible bidder, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gallo Construction Corp., Watervliet, NY 12189 regarding general construction services for the Spruce Street Parking Garage Reconstruction Project in an amount not to exceed \$8,247,360 for a term commencing July 1, 2024 and ending June 30, 2026, and, be it further

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

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

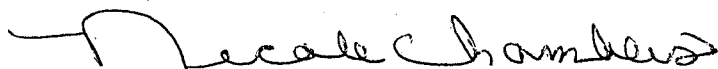
Adopted by unanimous vote – 6/10/24

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 10th day of June, 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 11th day of June, 2024.


Clerk, Albany County Legislature

RESOLUTION NO. 10

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING VARIOUS CAPITAL PROJECTS FOR THE DEPARTMENT OF GENERAL SERVICES, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$11,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$11,500,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 2/13/23

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 County facility roof renovations to various County owned properties, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 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 \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$1,500,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of \$1,500,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$1,500,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the “Law”), is twenty-five (25) years.

Section 2. The County is hereby authorized to undertake various capital projects consisting of various building upgrades and improvements, such upgrades and improvements to include office modernization and upgrades prior to relocations (fit-up costs and office build out), pre and post site work, design fees, various internal and external upgrades and elevator modernizations, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County’s 2023-2027 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 \$7,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$7,000,000 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 \$7,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$7,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 3. The County is hereby authorized to undertake various capital projects consisting of various mechanical upgrades and improvements, such upgrades and improvements to include all HVAC, energy management system improvements, all chiller and electrical systems, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, as further described in the 2023 Capital Plan in the County's 2023-2027 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 \$3,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed \$3,000,000 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 \$3,000,000 to pay the cost of the capital project.

The period of probable usefulness of the class of objects or purposes herein authorized and for which \$3,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.13 of the New York Local Finance Law (the "Law"), is fifteen (15) years.

Section 4. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed \$11,500,000 to finance said appropriations are hereby authorized to be issued pursuant to the provisions of the Law.

Section 5. The following additional matters are hereby determined and stated:

(a) The buildings described above are class "A" buildings, as defined in Section 11.00a11(a) of the Law.

(b) 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.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 6. 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 7. 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 8. 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 9. 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 10. 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 project. 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 each constitute a “Type II action” pursuant to 6 NYCRR 617.5(c)(1), (2) and (31), and therefore, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to such projects.

Section 11. 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 4 of this resolution. This resolution shall constitute the declaration of the County’s “official intent” to reimburse the expenditures authorized by Sections 1, 2 and 3 hereof with the proceeds of the bonds and notes authorized herein, as required by United States Treasury Regulation Section 1.150-2.

Section 12. 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:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) 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
- (2) such obligations are authorized in violation of the provisions of the constitution.

Section 13. 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 Evangelist and the Times Union, newspapers designated as the official newspapers of the County for such publication.

On long roll call vote the following members voted in favor: Burgdorf, Clay, Cleary, Collins, Commisso, Cunningham, Drake, Efekoro, Ethier, Feeney, Grimm, A.

*Joyce, R. Joyce, Lekakis, Lockart, Mauriello, McLean Lane, Miller, Perlee, Plotsky,
Reidy, Reinhardt, Ricard, Simpson, Smith, Tunny, Ward and Whalen – 28
Those opposed – 0
Resolution was adopted – 2/13/23*

A Fund General Services Projects

Albany County Office Building Renovations

Project Number: B0201

Project Status: New 1 Existing Amended

Affiliated Bond Account(s):

Amendment(s):

2023-2027 Consolidating project into new project going forward.

This project provides for the renovation of the Harold L. Joyce Albany County Office Building. The project includes a new roof, HVAC and electrical systems, ADA compliance, elevator modernization and various interior and exterior upgrades. This project began in the Fall of 2002 and is estimated to be complete in 2024. The project has a useful life of 20 to 30 years.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		21.784		-	-				21.784
NYS Reimbursement									-
Other									-
Total County Cost		21.784	-	-	-	-	-	-	21.784

Facility Improvement Project

Project Number: B0801

Project Status: New 1 Existing Amended

Affiliated Bond Account(s):

Amendment(s):

2022-2026 reduce total cost

2023-2027 Consolidating project into new project going forward.

As part of a continuing program to maintain existing facilities, this project consists of interior painting, carpeting, HVAC modifications, departmental relocation costs, design fees, construction fit-up costs (retrofit / office buildout), moving expenses and the installation of energy management systems at various facilities. Also included are expenses for Civic Center garage and Spruce Street garage from 2016.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		8.942	-	-	-				8.942
NYS Reimbursement									-
Other									-
Total County Cost		8.942	-	-	-	-	-	-	8.942

Vehicle and Truck Replacement Project

Project Number: B1201

Project Status: New Existing 1 Amended

Affiliated Bond Account(s):

Amendment(s):

2022-2026 add additional year to project

2023-2027 add additional years and increase yearly costs.

2024-2028 update project end date to 2028.

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 2028.

	Year	Pre 2023	2023	2024	2025	2026	2027	2028	Total
County		2.364	0.500	0.500	0.500	0.500	0.500		4.864
NYS Reimbursement									-
Other									-
Total County Cost		2.364	0.500	0.500	0.500	0.500	0.500	-	4.864

RESOLUTION NO. 286

AMENDING RESOLUTION NO. 329 FOR 2024 REGARDING THE SPRUCE STREET GARAGE RECONSTRUCTION PROJECT

Introduced: 8/11/25

By Public Works Committee:

WHEREAS, By Resolution No. 329 for 2024, this Honorable Body authorized an agreement with Gallo Construction Corp. regarding the Spruce Street Garage Reconstruction Project for a total amount not to exceed \$8,247,360 for a term commencing July 1, 2024 and ending June 30, 2026, and

WHEREAS, The Commissioner of the Department of General Services has requested an amendment to the aforementioned agreement to increase the project in an amount of \$500,000 for a new total amount not to exceed \$8,747,360 to address unforeseen structural and steel work exposed during reconstruction, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 329 for 2024 is amended to reflect an increase of \$500,000 to address unforeseen structural and steel work exposed during reconstruction for a new total amount not to exceed \$8,747,360 for a term commencing July 1, 2024 and ending June 30, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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

June 10th, 2025

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

Dear Chairwoman Cunningham,

The County Executive's Office and the Department of General Services is seeking approval from the Legislature to authorize an easement and right-of-way for FirstLight Fiber, Inc. for County-owned property located at 222 Madison Avenue located in the City of Albany.

This request seeks authorization for FirstLight Fiber, Inc. for a permanent easement and right-of-way through and within 222 Madison Avenue, Albany, New York, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating telecommunications facilities, and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such facilities.

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
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6655, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to grant an easement to FirstLight Fiber, Inc. at 222 Madison Avenue located in the City of Albany

Date: 6/10/2025
Department: DGS
Attending Meeting: Patrick Curran
Submitted By: Patrick Curran
Title: Economic Development and Sustainability Coordinator
Phone: 518-447-5639

Purpose of Request: Other (State if not Listed) Easement Authorization

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

FirstLight Fiber, Inc. - 7890 Lehigh Crossing, Victor, NY 14564

Term: (Start/end date or duration) In Perpetuity
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:	0
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: Enter text.

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

This requests seeks authorization for FirstLight Fiber, Inc. for a a permanent easement and right-of-way through and within 222 Madison Avenue, Albany, New York, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating telecommunications facilities, and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such facilities.

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into this 24th day of April, 2025 by and between, County of Albany, a municipal corporation, with an office at 112 State St., Albany, New York 12077 (hereinafter referred to as “Grantor”), and FirstLight Fiber, Inc., a Delaware corporation with offices at 12 Metro Park Road, Albany, NY 12205 (hereinafter referred to as “Grantee”).

RECITALS

WHEREAS, Grantor owns certain real property located at 222 Madison Avenue, Albany, New York, commonly known as the New York State Museum.

WHEREAS, Grantee seeks a permanent easement and right-of-way through and within 222 Madison Avenue, Albany, New York, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating telecommunications facilities, and the right of ingress and egress in, from and to said easement, for the purpose of inspecting, maintaining, and repairing such facilities as shown on Exhibit A attached hereto and incorporated herein by reference.

In consideration of the mutual promises and obligations contained herein, the Grantor and Grantee hereby covenant and agree as follows:

1. Grant of Easement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants unto Grantee its successors and assigns, a permanent easement and right-of-way through and within Grantor property, and as depicted on Exhibit A, for the purpose of locating, establishing, constructing, maintaining, repairing, and operating telecommunications facilities and the right of ingress and egress in, from and to said easement for the purpose of inspecting, maintaining and repairing such facilities.

The perpetual easement and right-of-way is hereby given and granted for the sole purpose of maintaining, repairing and operating telecommunications facilities.

Grantor further conveys a temporary easement for those areas necessary for the purposes of construction and installing said telecommunications facilities. The Grantee and its contractors shall name the Grantor and the State of New York as additional insureds on its commercial liability policy during the construction and installation period.

Grantor hereby expressly reserves and shall have the right to use and enjoy the property for itself, its successors, assigns, and permittees; the right at all times and for any purpose to go upon, across and recross and to use the said easement premises in a manner consistent with the existing nature of the property.

2. Restoration.

Upon completion of any repair or maintenance work contemplated hereunder, Grantee agrees to promptly restore the above-described property owned by Grantor to a condition equal or superior to that existing prior to exercising its rights under this easement. If and when Grantee makes any future repairs to the geothermal lines and/or allied facilities located on the above-

described property, Grantee shall expediently replace and restore any affected portion of the property to a condition equal or superior to that existing prior to the under-taking of such repairs and maintenance.

3. Indemnity.

Grantee hereby agrees to indemnify, defend, save and hold harmless the Grantor and the State of New York from any and all liability, loss or damage, Grantor may suffer as a result of any and all actions, claims, damages, costs and expenses on account of, or in any way arising out of or from this Agreement, including but not limited to indemnify and save and hold harmless Grantor from any and all losses, claims, actions or judgments for damages or injuries to persons or property arising out of or from, or caused by, the construction, operation, maintenance and use of the aforesaid easements and rights-of-way by Grantee or its agents. This indemnity shall continue so long as this Easement Agreement is in effect.

4. Binding Effect.

The rights and responsibilities set forth in this Agreement shall inure to and bind the parties hereto, their heirs, representatives, successors, and assigns and also constitute covenants running with the land.

5. Headings.

The headings in this Agreement are intended for convenience only and shall not be used to vary or interpret the intent of the text.

6. Recording.

Grantee shall, at its expense, record this Easement Agreement with the Albany County Clerk's Office, and shall provide Grantor with conformed copy of the recorded instrument, and provide executed originals of all documents to the New York State Office of General Services, General Counsel, Legal Services, 36th Fl., Corning Tower, Empire State Plaza, Albany, New York 12242. Such recording shall take place within five (5) business days of the execution of this Agreement.

IN WITNESS WHEREOF, the parties enter into this Easement Agreement this ____ day
of _____, 2025.

GRANTOR:

COUNTY OF ALBANY

BY _____
Name: _____
Title: _____
Date _____:

GRANTEE:
FIRSTLIGHT FIBER, INC.

BY: _____
Name: _____
Title: _____
Date: _____

STATE OF NEW YORK)
COUNTY OF _____)

On this _____ day _____ of 2025, before me personally appeared _____,
known to me to be the _____ that executed the within and
foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said for the uses and purposes therein mentioned, and on oath stated that
s/he was authorized to execute said instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF _____)

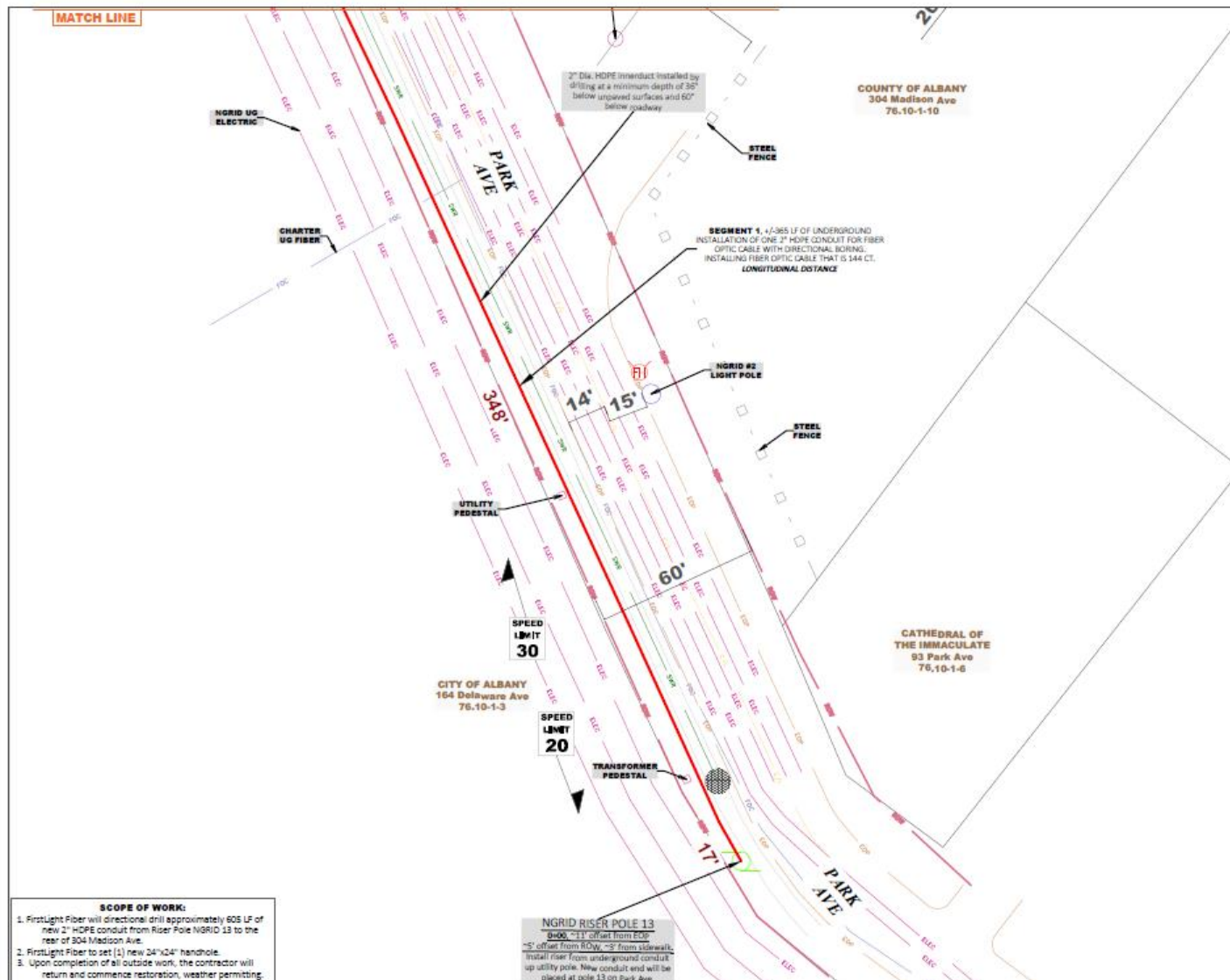
On this _____ day _____ of 2025, before me personally appeared _____,
known to me to be the _____ that executed the within and
foregoing instrument, and acknowledged the said instrument to be the free and voluntary
act and deed of said for the uses and purposes therein mentioned, and on oath stated that
s/he was authorized to execute said instrument.

Notary Public

EXHIBIT 'A'

A PERMANENT EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF TELECOMMUNICATIONS FACILITIES

SCOPE OF WORK: 1. FirstLight Fiber will directional drill approximately 605 LF of new 2" HDPE conduit from Riser Pole NGRID 13 to the rear of 304 Madison Ave. 2. FirstLight Fiber to set (1) new 24"x24" handhole. 3. Upon completion of all outside work, the contractor will return and commence restoration, weather permitting.	UNDERGROUND FIBER OPTIC PERMIT DRAWINGS <i>PARK AVE & MADISON AVE, ALBANY, NY ALBANY COUNTY</i>	TABLE OF CONTENTS <table border="1"> <tr> <th>Page #</th> <th>Page Description</th> </tr> <tr> <td>1</td> <td>Cover Page</td> </tr> <tr> <td>2-3</td> <td>Exhibit A: Site Plan Pages</td> </tr> </table>	Page #	Page Description	1	Cover Page	2-3	Exhibit A: Site Plan Pages	<table border="1"> <tr> <td>4</td> <td>Details Page</td> </tr> <tr> <td>5</td> <td>Underground Construction Details</td> </tr> <tr> <td>6</td> <td>Underground Details (2)</td> </tr> <tr> <td>7</td> <td>General Notes</td> </tr> </table>	4	Details Page	5	Underground Construction Details	6	Underground Details (2)	7	General Notes	<table border="1"> <tr> <td>8</td> <td>619-090</td> </tr> <tr> <td>9</td> <td>619-307 1/2</td> </tr> <tr> <td>10</td> <td>619-307 1/2</td> </tr> <tr> <td>11</td> <td>619-321</td> </tr> </table>	8	619-090	9	619-307 1/2	10	619-307 1/2	11	619-321	NOTES - All materials installed in the right-of-way shall be in accordance with the Local Standard Specifications and Details in effect when installed. In situations where a Local Standard Specification or Detail does not exist, the applicable New York State (NYS) DOT Standard Specification or Detail will be followed. - Information for all site plans show only the side of the road in which the proposed work is to take place. - Please provide the municipality/jurisdiction with a copy of the As-Built drawings since project has been completed. - Utility locations are approximate only. All utilities must be located prior to any excavation activities. - Proprietary information. Not for disclosure. - All aerial imagery is from GIS Clearinghouse.
Page #	Page Description																										
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PROJECT LOCATION: Zoomed In						<table border="1"> <tr> <td>STATE</td> <td>NY</td> </tr> <tr> <td>COUNTY</td> <td>Albany</td> </tr> <tr> <td>CITY</td> <td>Albany</td> </tr> <tr> <td>F.C.E. 2" HDPE</td> <td></td> </tr> <tr> <td>F.O.C. CT(1) 144</td> <td></td> </tr> <tr> <td>DRAWN BY</td> <td>AOK</td> </tr> <tr> <td>DATE DRAWN</td> <td>JAN 2025</td> </tr> <tr> <td>MUNICIPALITY</td> <td>City of Albany</td> </tr> <tr> <td>JURISDICTION</td> <td>CITY</td> </tr> </table>	STATE	NY	COUNTY	Albany	CITY	Albany	F.C.E. 2" HDPE		F.O.C. CT(1) 144		DRAWN BY	AOK	DATE DRAWN	JAN 2025	MUNICIPALITY	City of Albany	JURISDICTION	CITY			
STATE	NY																										
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MUNICIPALITY	City of Albany																										
JURISDICTION	CITY																										
CONTRACTOR INFORMATION THIS SECTION IS TO BE COMPLETED WHEN AS-BUILT IS SUBMITTED CONTRACTOR: SIGNATURE: DATE OF SIGNATURE:						NORTH LEGEND Underground Fiber AOK ENGINEERING, PLLC 1980 US-11, Gloversville, NY 12042 AOK ENGINEERING FirstLight COVER PAGE <table border="1"> <tr> <td>AOK# 2025-3 SC# 195443-001</td> <td>PAGE # 1</td> </tr> <tr> <td>SCALE: N.T.S.</td> <td></td> </tr> </table>	AOK# 2025-3 SC# 195443-001	PAGE # 1	SCALE: N.T.S.																		
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SCALE: N.T.S.																											



NOTES:

NOTES:
UTILITY LOCATIONS ARE APPROXIMATE ONLY. ALL STREETS MUST BE
CLOSED PRIOR TO ANY EXCAVATION ACTIVITIES.
ALL WAREHOUSE NOTES HAVE BEEN PROVIDED BY CLIENT. THE NOTES
DEPICTED IN THE SITE PLAN SHALL, CAN BE VERIFIED BY THE CLIENT.
MAINTENANCE OF TRAFFIC SHALL BE IN CONFORMANCE WITH THE NATIONAL
MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES.

NO WORK DURING ACTIVE BURN AND ICE OPERATIONS.
MAINTAIN A MINIMUM OF 5 FEET FROM THE BURNERS AT ALL TIMES.
MINIMUM THAWING/ICE REMOVAL FROM THE SIDE HIGHWAY ALONG
PROJECT AREA IS 10'-0".

ANY AND ALL DAMAGES CAUSED DURING THE PROPOSED WORK WITHIN THE E.O.L. WILL BE REPLACED PER THE MOST CURRENT STANDARD SPECIFICATIONS AND DETAILS AT THE CONTRACTOR'S EXPENSE.

- **Highway work permit** shall be issued and present at the job location at all times with the completed NYSDOT approval plans.
- **Contractors** shall comply with all requirements and conditions attached to the issued highway work permit.

^a Arguing something within the rights of my court was highly stably agreed and had the greatest ability to cause a compromise.

As a necessary condition is to be left, on the pavement or within the right of way, or in such a position as to block standing signs, during one working hour.

[illegible]

STATE	NY
COUNTY	Albany
CITY	Albany
P.C.E.C. NO.	HOPE
P.O.C. CT	1) 544
DRAWN BY	AOK
DATE DRAWN	Jan 2025
MUNICIPALITY	City of Albany
JURISDICTION	CITY

LEGEND

	Tax Parcel Lines
	Traffic Center Lines
	Existing Sewer
	Existing Gas/Steam
	Existing Water
	Handhole
	Edge of Pavement
	Underground Conduit
	Traffic Lanes
	Municipal Right-of-Way
	Pothole Location, 12" Diameter
	Existing Water Valve & Fire Hydrant
	Catch Basin
	Existing Manholes
	Joint Opened Utility Pole
	Existing Fiber GUY Walk/Anchor

AOK ENGINEERING, PLLC
1580 US-11, Gouverneur, NY 13642



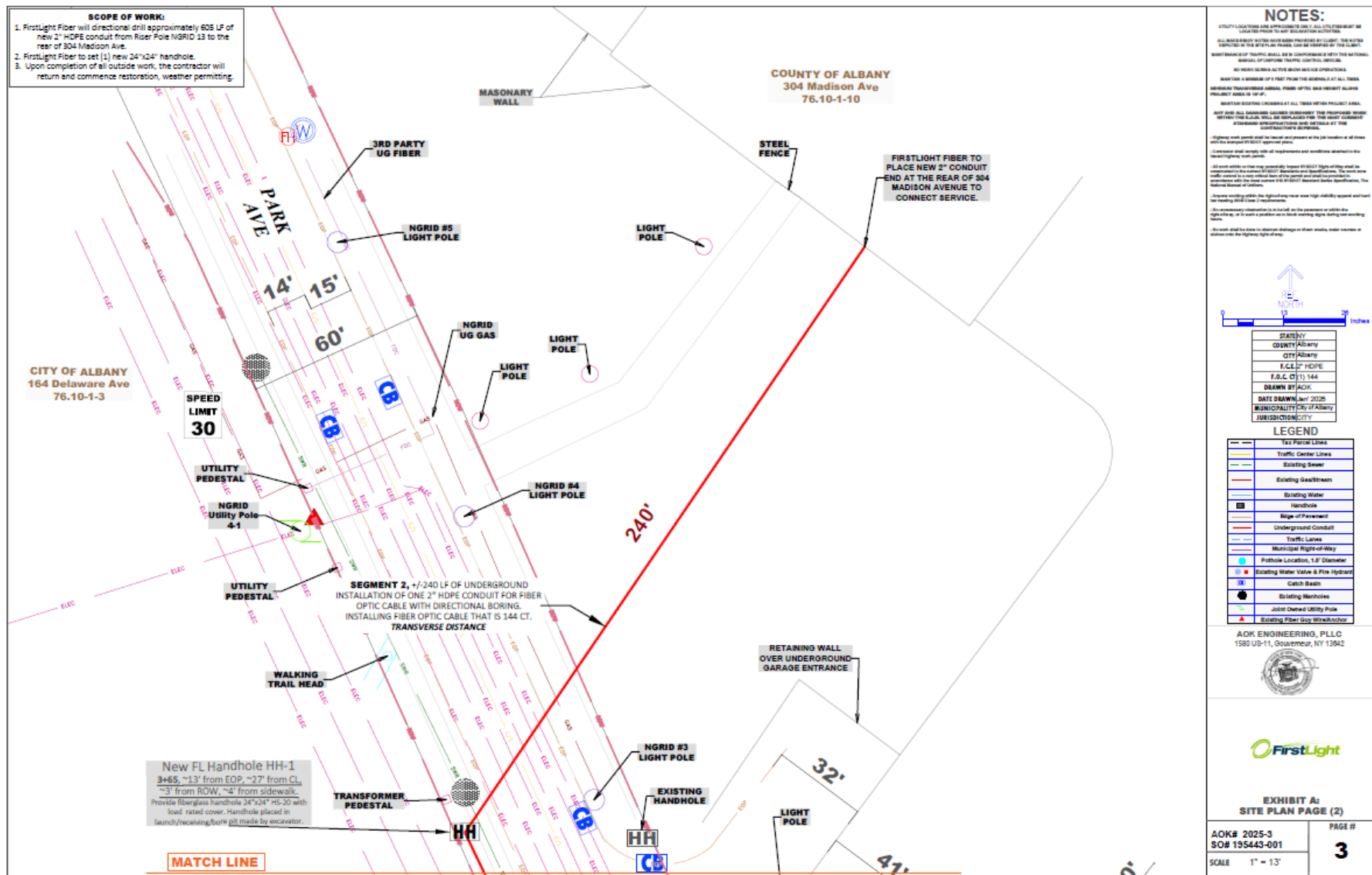
**EXHIBIT A:
SITE PLAN PAGE (1)**

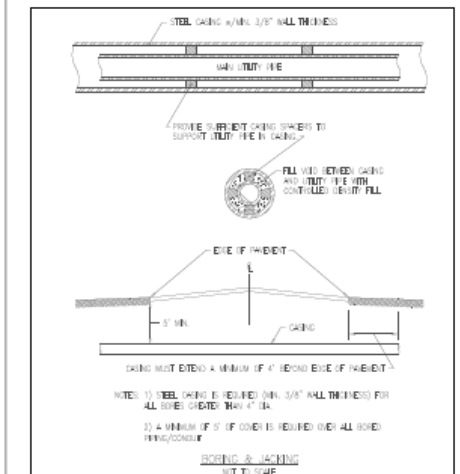
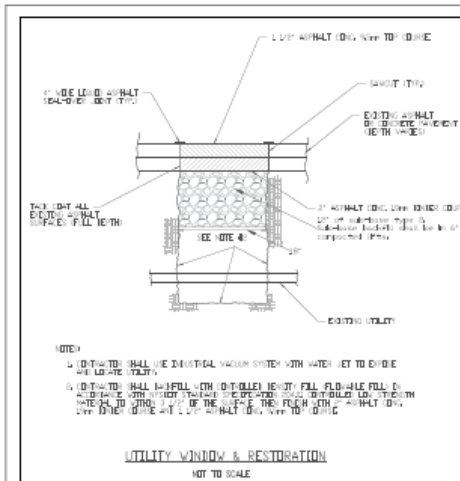
AOK# 2025-3
SO# 195443-001

SCALE 1" = 16'

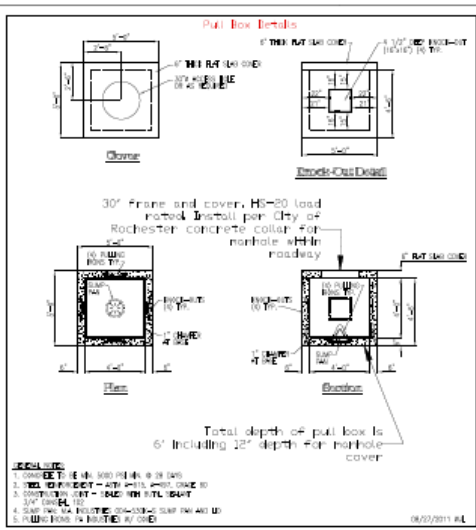
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Recommended Excavation Pit Dimensions	
Handhole(s)	Excavate approximately 24"x24" deep hole
Launching / Receiving Pit	Excavate approximately 3' X 4' X 3" deep



Holiday	Falls on	Temporary lane closures are NOT allowed from
New Year's Day	Monday	6:00 AM Friday before to 6:00 AM Tuesday after
Independence Day	Tuesday	6:00 AM Saturday before to 6:00 AM Wednesday after
Christmas Day	Wednesday	6:00 AM Saturday before to 6:00 AM Thursday after
	Thursday	6:00 AM Saturday before to 6:00 AM Sunday after
	Friday or Saturday	6:00 AM Thursday before to 6:00 AM Monday after

Exceptions can only be made under the following conditions:

- Emergency work.
- Work within long-term stationary lane/shoulder closures.
- Safety work that does not adversely impact traffic mobility and has been authorized by the Regional Traffic Engineer.

Note: The Department reserves the right to cancel any work operations, including lane closures and/or road closures, that would create traffic delays by unforeseen events. The Contractor would be notified at least seven (7) calendar days prior to the proposed work.

GENERAL NOTES

1.0 GENERAL

1.1 All work shall be performed under and in compliance with permit(s) issued by the appropriate authority(s) having jurisdiction (AHJ).

1.2 Contractor shall, while on work site, visibly display above the waist an Employer issued picture identification card at minimum identifying employee by name and picture, identifying employer by name.

1.3 Measurements shown on project drawings are point to point, for reference purposes. Contractor has responsibility to field verify the actual footage prior to ordering any cable, conduit, etc.

1.4 Underground construction will be registered with UPO (Dig Safety New York) by contractor.

2.0 SAFETY & TRAFFIC

2.1 Contractor employees shall be equipped with and use while on-site, full OSHA approved Personal Protective Equipment (PPE). PPE such as but not limited to: Eye Protection, Hard Hat, Gloves, Safety Vest, Work Boots, etc.

2.2 Contractor and his/her employees are responsible for AHJ work permit compliance. In addition the contractor is responsible for higher work force adherence with all NESC, OSHA safety regulations, including Excavation Guidelines, using methods and/or shoring as may be required.

2.3 Contractor's Traffic & Pedestrian Control around Construction Work Zones shall conform with the Manual on Uniform Traffic Control Devices and/or as requested by AHJ/State/Local Government. Subcontractor shall furnish and bear all costs relating to signs, barricades, cones, drums, warning lights, road plates, and qualified flagpersons, as may be required.

2.4 Contractor is responsible for scheduling police details and any inspectors as required by AHJ, Local, City, State, or Federal jurisdiction(s) and shall bear all costs relating to such.

3.0 UNDERGROUND/BURIED

3.1 Contractor shall not break ground prior to DSNY/UPO underground locations staked/marked. HDD, Cable Plow, Trench, Auger, Mini-Sneaker, and/or similar types of OSP Construction. "Break Ground" refers to any ground surface is disturbed deeper than 6".

3.2 Contractor is responsible to contact DSNY/UPO/Any other Entity to request location staking/marking of existing underground facilities. Contractor's contact documentation shall include Company Name, Contact Person with Phone/Email, Date & Time and UPO Number(s). Documentation shall be available on site during construction and made part of the final deliverable package.

3.3 Prior to start of underground construction the contractor shall identify the exact running line. Contractor shall Notify, 48-Hours in advance, all property owners and businesses that may be affected by the scheduled construction.

3.4 Contractor is responsible to verify all utility, location & depth, prior to commencing construction and will maintain them operational.

3.5 Contractor shall not hole to locate existing utilities immediately prior to underground construction activity.

3.7 Contractor shall hand dig to locate existing utilities immediately prior to underground construction activity.

3.8 Contractor shall place all underground (UG) or buried (BUR) fiber cable at a minimum & typical depth of 36-inches (outside of roadway) and 60-inches (under roadway) cover.

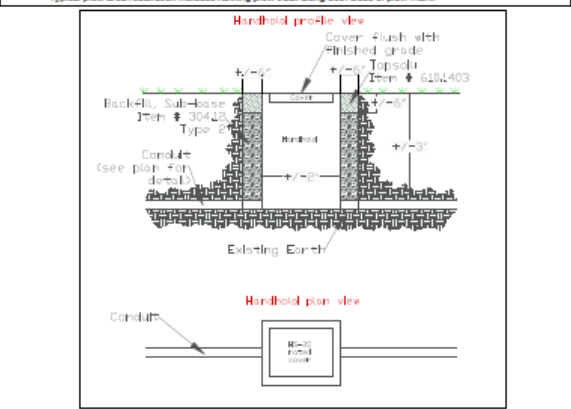
3.9 Any/All underground structures (maintenance holes, hand holes, etc.) provided as part of this project and subject to vehicular traffic shall at a minimum be rated AASHTO H-20-44. Flush with grade.

3.10 Any & all existing Trees, Shrubbery and other decorative plantings, will not be disturbed by construction operations. Contractor shall Horizontal Directional Drill (HDD) under root structure (Drip Line) or align clear of such areas. Avoid piling or trench construction under drip line.

3.11 Unless noted otherwise (UNO) standard HDPE is 1 1/4" ID. SDR 11.5. Underground pathway build Subcontractor shall provide & place mulch "continuous UG section length", document foot marks, Subcontractor shall also provide & place detection wire (min #10 AWG insulated) "continuous UG section length". Open trench/cable plow construction, in addition Subcontractor shall provide & place Fiber Underdrain marker tape.

3.12 Riser/Dip poles, (Riser is coming out of the ground, Dip is going into the ground) Subcontractor shall leave enough HDPE at pole to be placed vertically on pole and extend 30" from pole on cable support messenger. State, Local or Federal regulation & AHJ permit specifications or stipulations, which ever standard is greater. All site restoration will be performed in accordance with NYSDOT Standard Specification Section(s) 203 & 610. Cable plow construction areas shall be restored & maintained "in-kind". Typical cable area restoration includes running plow track along both sides of plow mark.

3.13 Contractor's surface restoration shall be completed & maintained "in-kind", in compliance with State, Local or Federal regulation & AHJ permit specifications or stipulations, which ever standard is greater. All site restoration will be performed in accordance with NYSDOT Standard Specification Section(s) 203 & 610. Cable plow construction areas shall be restored & maintained "in-kind". Typical cable area restoration includes running plow track along both sides of plow mark.



NOTES:

UTILITY LOCATIONS ARE APPROXIMATE ONLY. ALL UTILITIES MUST BE LOCATED PRIOR TO ANY EXCAVATION ACTIVITIES. MAINTAIN A MINIMUM OF 6" FEET FROM THE SIDEWALK AT ALL TIMES. MAINTAIN EXISTING CROSSING AT ALL TIMES WITHIN PROJECT AREA.

Handhole are placed in accordance with site plan by contractor. Refer to the table for pit filling.

UNDERGROUND PRECAUTIONS FOR UTILITY EXCAVATION

- Contractor to provide and operate a dewatering system if ground water is present in the excavation. Place the dewatering system to maintain the ground water level 1' below the bottom of the excavation.
- Discharge water shall be to a location that will not affect the excavation.
- Install a dewatering bag at the end of all discharge pipes. Use a #10" filter-dewatering bag Model # 100-012 manufactured by Interstate Products, Inc. See specifications at the following website: www.interstateproducts.com.
- Do not discharge groundwater to a NYSDOT closed storm water system such as a catch basin.
- Access discharge water does not affect residential, industrial, or commercial properties.
- Access discharge water does not affect NYSDOT structures, or appurtenances.
- Properly dispose of dewatering bag after use.

STATE	ALBANY
COUNTY	ALBANY
CITY	ALBANY
F.C.C. 2" HDPE	
F.O.C. (1) 144	
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DATE DRAWN Jan 2025	
MUNICIPALITY	CITY OF ALBANY
JURISDICTION	CITY

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FirstLight

UNDERGROUND DETAILS (1)

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GENERAL NOTES

1. THE TYPICAL DETAILS DEPICTED ON THE STANDARD SHEETS AND IN THE MUTCD, REFLECT THE MINIMUM REQUIREMENTS.
2. THE CONTRACTOR MUST SUBMIT TO THE ENGINEER, IN WRITING, PROPOSED REVISIONS TO THE TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE FIVE (5) WORK DAYS PRIOR TO THE PLANNED IMPLEMENTATION OF SUCH PROPOSED REVISIONS, EXCEPT FOR CHANGES THAT ALTER THE SCOPE OF THE TRAFFIC CONTROL PLAN. SUCH CHANGES IN SCOPE MUST BE SUBMITTED TO THE ENGINEER FOR APPROVAL BY THE REGIONAL DIRECTOR OR HIS/HER DESIGNEE THIRTY (30) WORKING DAYS PRIOR TO IMPLEMENTATION OF SUCH REVISIONS.
3. THE CONTRACTOR SHALL PROVIDE THE ENGINEER, IN WRITING, WITH THE NAMES, ADDRESSES, AND TELEPHONE NUMBERS OF STAFF WHO ARE AUTHORIZED TO SECURE LABOR, MATERIALS, AND EQUIPMENT FOR EMERGENCY REPAIRS OUTSIDE NORMAL WORKING HOURS. THE ENGINEER WILL PROVIDE THE SUBMITTED INFORMATION TO REGIONAL MANAGEMENT, THE NEW YORK STATE POLICE, THE RESIDENT ENGINEER, AND THE LOCAL POLICE.

ACTIVITY AREA

1. THE CONTRACTOR SHALL MAINTAIN A MINIMUM 500' LONGITUDINAL DISTANCE BETWEEN CONSTRUCTION OPERATIONS ON ALTERNATE SIDES OF THE ROADWAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
2. WHEN TWO OR MORE AREAS ARE ADJACENT, OVERLAP, OR ARE IN CLOSE PROXIMITY, THE CONTRACTOR SHALL ENSURE THERE ARE NO CONFLICTING SIGNS AND THAT LANE CONTINUITY IS MAINTAINED THROUGHOUT ALL WORK AREAS.

SIGNS

1. THE LOCATIONS OF THE SIGNS SHOWN ON THE WORK ZONE TRAFFIC CONTROL PLANS AND DETAILS MAY BE ADJUSTED BASED ON SIGHT DISTANCE AND OTHER CONSIDERATIONS. THE FINAL LOCATIONS OF SIGNS ARE SUBJECT TO APPROVAL BY THE ENGINEER.
2. ANY EXISTING SIGNS, INCLUDING OVERHEAD SIGNS, WHICH CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL SIGN LAYOUT SHALL BE COVERED, REMOVED, STORED OR RESET, AS APPROVED BY THE ENGINEER. ALL APPROPRIATE EXISTING SIGNS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AND/OR LOCATION UNLESS OTHERWISE REPLACED IN THIS CONTRACT.
3. SIGNS AT OR NEAR INTERSECTIONS SHALL BE PLACED SO THAT THEY DO NOT OBSTRUCT A MOTORIST'S LINE OF SIGHT.
4. ALL WARNING AND REGULATORY SIGNS SHALL BE POSTED ON BOTH SIDES OF MULTI-LANE DIVIDED HIGHWAYS, MULTI-LANE RAMPS, AND ONE-WAY STREETS. IN CASES WHERE LANE RESTRICTIONS REDUCE THE TRAVEL LANE TO ONE LANE, SIGNS SHALL BE POSTED ON THE RIGHT SIDE OF THE ACTIVE TRAVEL LANE, UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.
5. SIGNS MOUNTED ON THE MEDIAN OF DIVIDED HIGHWAYS WHERE MEDIAN BARRIER IS IN PLACE MAY BE MOUNTED ON THE BARRIER WITH A SADDLE TYPE BRACKET. LAYING THE SIGN DOWN IN A HORIZONTAL POSITION IS NOT PERMITTED.
6. THE DIMENSIONS OF WORK ZONE TRAFFIC CONTROL SIGNS ARE DESCRIBED IN THE MUTCD. ANY CHANGES TO THE DIMENSIONS SHALL BE APPROVED BY THE REGIONAL DIRECTOR OR BY HIS/HER DESIGNEE.
7. NYR9-12 MAY BE USED IN PLACE OF NYR9-11.

CHANNELIZING DEVICES

1. WHERE POSSIBLE ALL CHANNELIZING AND GUIDING DEVICES ARE TO BE PLACED SO AS TO PROVIDE A MINIMUM 2' LATERAL CLEARANCE TO THE TRAVELED WAY.
2. DRUMS SHALL BE USED FOR ANY LANE CLOSURES OR SHOULDER CLOSURES WHICH ARE TO REMAIN OVERNIGHT

PUBLIC ACCESS

1. PROPERTY OWNERS WHOSE DRIVEWAYS WILL BE MADE INACCESSIBLE SHALL BE NOTIFIED BY THE CONTRACTOR AT LEAST 24 HOURS PRIOR TO RESTRICTING USE OF THE DRIVEWAY. FOR MULTIPLE ACCESS PROPERTIES, AT LEAST ONE DRIVEWAY SHALL BE OPEN AT ALL TIMES. ACCESS SHALL BE RESTORED TO ALL DRIVEWAYS AS SOON AS POSSIBLE.
2. SUITABLE RAMPS SHALL BE INSTALLED TO MAINTAIN SMOOTH TRANSITIONS FROM RESIDENTIAL AND COMMERCIAL DRIVEWAYS TO AND FROM THE WORK AREA.

LANE CLOSURES

1. THE CONTRACTOR SHALL LOCATE LANE CLOSURES TO PROVIDE OPTIMUM VISIBILITY, I.E. BEFORE CURVES AND CRESTS, TO THE EXTENT CONDITIONS PERMIT.

2. THE ENGINEER MAY REQUIRE THAT ALL LANES BE RE-OPENED AT ANY TIME IF THE ROUTE IS NEEDED FOR EMERGENCY PURPOSES. THIS COULD INCLUDE INCIDENTS AT LOCATIONS OUTSIDE THE CONTRACT LIMITS.

LANE WIDTHS

1. UNLESS AUTHORIZED BY THE ENGINEER, THE MINIMUM LANE WIDTHS FOR WORK ZONE TRAVEL LANES SHALL BE AS FOLLOWS: FREEWAYS AND/OR EXPRESSWAYS IS 11' . THE MINIMUM LANE WIDTH FOR ALL OTHER TYPES OF ROADWAYS IS 10' .
2. THE CONTRACTOR SHALL PROVIDE A WRITTEN NOTICE TO THE ENGINEER, A MINIMUM OF 21 CALENDAR DAYS IN ADVANCE OF PERFORMING ANY WORK THAT RESULTS IN THE REDUCED WIDTH OF AN EXISTING ROADWAY, SO THAT THE ENGINEER MAY NOTIFY THE REGIONAL PERMIT ENGINEER IN A TIMELY MANNER.

BARRIER/SHADOW VEHICLES

1. BARRIER AND SHADOW VEHICLES SHALL BE REQUIRED AS PER STANDARD SHEET TITLED "WORK ZONE TRAFFIC CONTROL LEGEND AND TABLES".
2. NO WORK ACTIVITY, EQUIPMENT, VEHICLES AND/OR MATERIALS SHALL BE LOCATED BETWEEN THE BARRIER OR SHADOW VEHICLE AND THE ACTIVE WORK AREA (ROLL AHEAD DISTANCE).
3. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE A BARRIER VEHICLE IN CONJUNCTION WITH POLICE PRESENCE IN THE WORK ZONE, TO BE INCLUDED IN THE UNIT BID PRICE FOR BASIC WORK ZONE TRAFFIC CONTROL.

STANDARD PLAN NOTES

1. ROAD TO BE KEPT CLEAN OF MUD AND DEBRIS AT ALL TIMES.
2. ROADSIDE DRAINAGE TO BE MAINTAINED AT ALL TIMES.
3. MATERIALS, EQUIPMENT AND VEHICLES ARE NOT TO BE STORED OR PARKED WITHIN THE NEW YORK STATE RIGHT-OF-WAY.
4. MAINTENANCE AND PROTECTION OF TRAFFIC MUST COMPLY WITH THE CURRENT NATIONAL MUTCD WITH NYS SUPPLEMENT, SECTION 619 OF THE CURRENT NYSDOT STANDARD SPECIFICATIONS, THESE PLANS AND AS ORDERED BY THE ASSISTANT RESIDENT ENGINEER, ON A NYSDOT CONSTRUCTION PROJECT, MAINTENANCE AND PROTECTION OF TRAFFIC MUST COMPLY WITH THESE PLANS AND BE IN ACCORDANCE WITH THE NYSDOT CONTRACT DOCUMENTS AS DEEMED NECESSARY BY THE NYS ENGINEER-IN-CHARGE.
5. NOTIFY THE NYSDOT AT 716-438-2396 THREE (3) WORK DAYS PRIOR TO WORKING WITHIN THE STATE RIGHT-OF-WAY.
6. NOTIFY THE NYSDOT SIGNAL MAINTENANCE FACILITY AT (585) 753-7780 5 DAYS PRIOR TO WORKING WITHIN 350' OF A SIGNALIZED INTERSECTION. NOTIFY DIG SAFELY NEW YORK 2 WORK DAYS PRIOR TO DIGGING, DRILLING OR BLASTING AT 811 FOR A UTILITY STAKE-OUT.
7. ALL MATERIALS USED WITHIN THE STATE RIGHT-OF-WAY MUST COMPLY WITH THE CURRENT NEW YORK STATE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS ALONG WITH ANY APPROPRIATE CURRENT NYS DEPARTMENT OF TRANSPORTATION'S STANDARD SHEETS.
8. QUALITY CONTROL OF ASPHALT CONCRETE SHALL MEET THE REQUIREMENTS OF SECTION 401 OF THE STANDARD SPECIFICATIONS. ALL ASPHALT PRODUCED AS PART OF SECTION 401 WILL BE PAID AT A FINAL QUANTITY ADJUSTMENT FACTOR OF 1.0. ASPHALT COURSE DEPTHS SHOWN ON THE PLANS ARE COMPACTED DEPTHS.
9. NO NIGHT WORK SHALL BE ALLOWED UNLESS APPROVED PRIOR TO START OF PROJECT. ADDITIONAL MAINTENANCE AND PROTECTION OF TRAFFIC MAY BE REQUIRED INCLUDING THE ADDITION OF REFLECTIVE MATERIALS AND LIGHTING.
10. HAZARDOUS WASTE NOTIFICATION - THE PERMITTEE ACCEPTS THE RIGHT-OF-WAY OF THE STATE HIGHWAY IN ITS "AS IS" CONDITION. THE DEPARTMENT OF TRANSPORTATION MAKES NO REPRESENTATION AS TO THE ABSENCE OF UNDERGROUND TANKS, STRUCTURES, FEATURES OR SIMILAR IMPEDIMENTS TO THE COMPLETION OF THE WORK PERMITTED HEREUNDER. SHOULD PERMITTEE FIND SOME PREVIOUSLY UNKNOWN UNDERGROUND IMPEDIMENTS TO ITS WORK, THE DEPARTMENT OF TRANSPORTATION SHALL HAVE NO OBLIGATION TO CURE, REMOVE, REMEDY OR OTHERWISE DEAL WITH SUCH PREVIOUSLY UNKNOWN UNDERGROUND IMPEDIMENTS. THE PERMITTEE IS REQUIRED TO REMOVE, MODIFY OR OTHERWISE DEAL WITH SUCH UNDERGROUND TANKS, STRUCTURES, FEATURES OR IMPEDIMENTS IN A MANNER WHICH MEETS ACCEPTABLE ENGINEERING PRACTICE AND IS APPROVED BY THE DEPARTMENT OF TRANSPORTATION.
11. ADA COMPLIANCE - ALL WORK ON PEDESTRIAN FACILITIES SHALL BE COMPLIANT WITH THE AMERICANS WITH DISABILITIES ACT (ADA).

NOTES:

UTILITY LOCATIONS ARE APPROXIMATE ONLY. ALL UTILITIES MUST BE LOCATED PRIOR TO ANY RECONSTRUCTION ACTIVITIES. MAINTAIN A MINIMUM OF 5 FEET FROM THE SUBGRADE AT ALL TIMES. MAINTAIN EXISTING CROSSINGS AT ALL TIMES WITHIN PROJECT AREA.

STATE	NY
COUNTY	Albany
CITY	Albany
F.C.E.	2" HDPE
F.O.C. CT(1)	144
DRAWN BY	AOK
DATE DRAWN	Jan 2025
MUNICIPALITY	City of Albany
JURISDICTION	CITY



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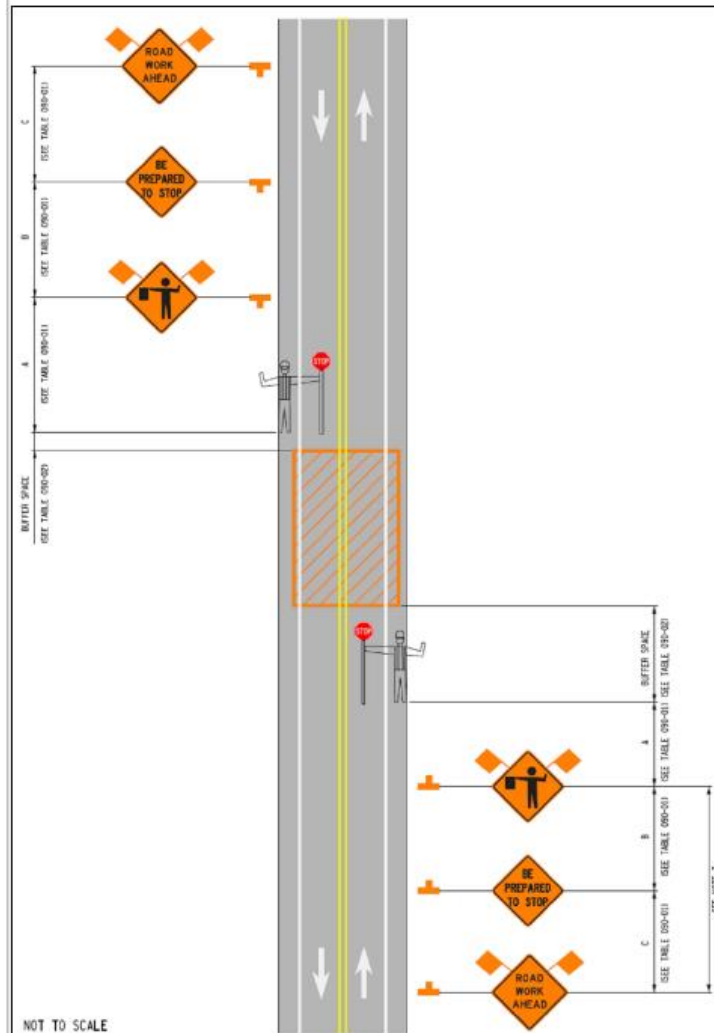
**GENERAL NOTES**

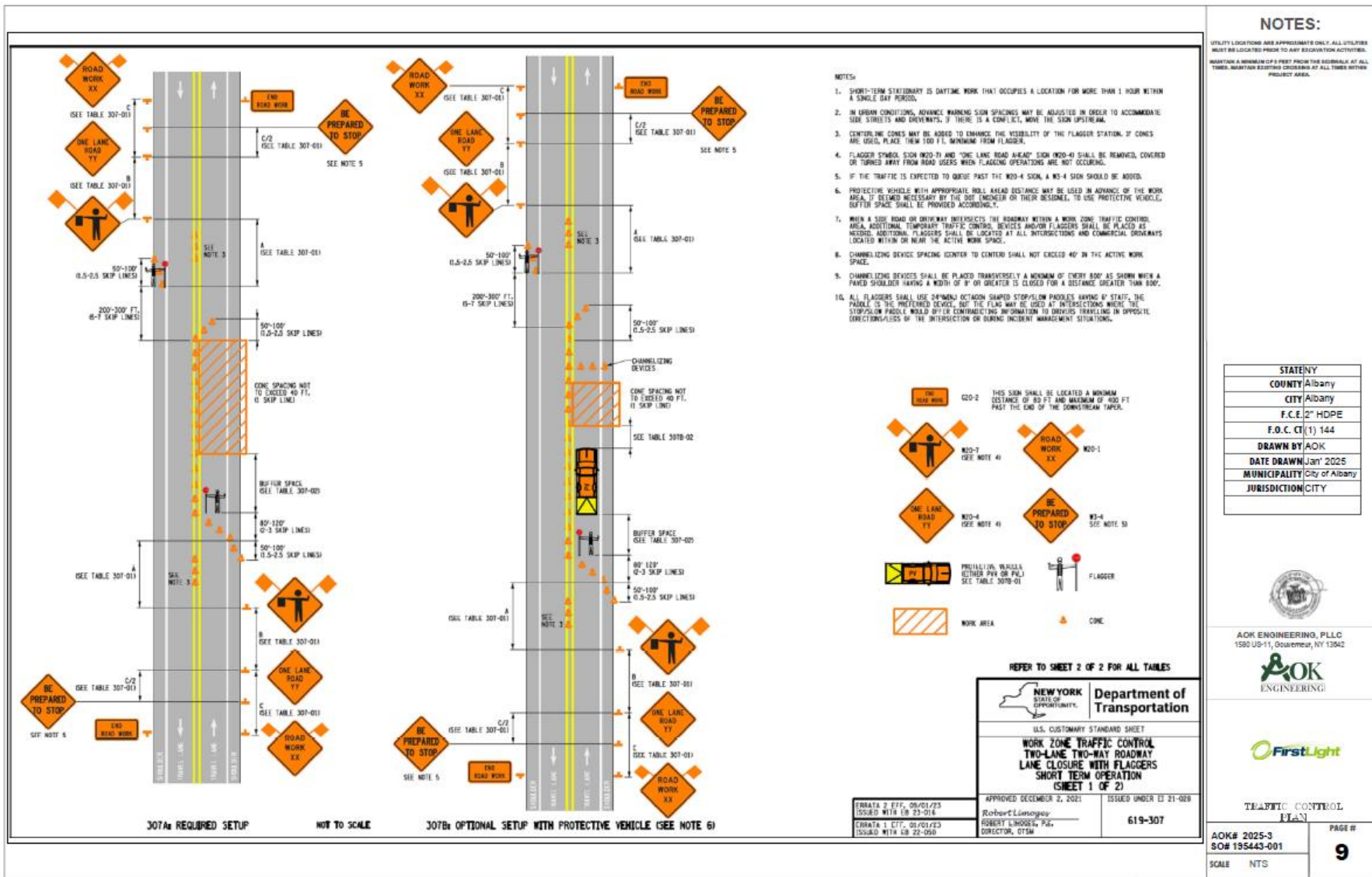
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SOS 135443-001

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NOTES:

UTILITY LOCATIONS ARE APPROXIMATE ONLY. ALL UTILITIES MUST BE LOCATED PRIOR TO ANY EXCAVATION ACTIVITIES. MAINTAIN A MINIMUM OF 2 FEET FROM THE SIDEWALK AT ALL TIMES. MAINTAIN EXISTING CURBSIDE AT ALL TIMES WITHIN PROJECT AREA.

STATE/
COUNTY/Albany
CITY/Albany
F.C.E.#/2140PE
F.O.C. C/1144
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TRAFFIC CONTROL
PLAN

AOK# 2025-3
SOW 195443-001

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TABLE 307-01a ADVANCE WARNING SIGN SPACING					
ROAD TYPE	DISTANCE BETWEEN SIGNS			SIGN LEGEND	
	A 0' T.J.	B 0' T.J.	C 0' T.J.	XX	YY
URBAN 15-30 MPH	100	100	100	AWARD	AWARD
URBAN 35-40 MPH	200	200	200	AWARD	AWARD
URBAN 45 MPH	350	350	350	1000 FT.	AWARD
RURAL	500	500	500	1500 FT.	1000 FT.

TABLE 307-02a LONGITUDINAL BUFFER SPACE	
PRECONSTRUCTION POSTED SPEED (MPH)	LONGITUDINAL BUFFER SPACE DISTANCE (FT.) * OF SKIP LINES
25	155/4
30	200/5
35	250/6
40	325/8
45	360/9
50	425/11
55	495/13

TABLE 307-03a REQUIRED SIGN SIZES*		
SIGN	NON-FREEMAY	FREEMAY
G20-2	36x18	48x24
W3-4	36x24	48x48
W20-1	36x36	48x48
W20-4	36x36	48x48
W20-7	36x36	48x48
WARNING FLAG	18x18	18x18

*FREEMAY SIZES MAY BE USED ON NON-FREEMAY, IF SPACE CONSTRAINTS DO NOT EXIST.

TABLE 307B-01a PROTECTIVE VEHICLE REQUIREMENTS				
CLOSURE TYPE	ROAD TYPE & SPEED	NON-FREEMAY		
		≥ 45 MPH	35 - 40 MPH	≤ 30 MPH
LANE CLOSURE OR ENCROACHMENT	EXPOSURE CONDITIONS (SEE NOTE 1)	PWH-TMBA	PVL-TMBA	PVL
	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PWH-TMBA	PVL	SEE NOTE 2
SHOULDER CLOSURE OR ENCROACHMENT	NO WORKERS ON FOOT NO WORK VEHICLE EXPOSED TO TRAFFIC OTHER HAZARDS EXPOSED (EQUIPMENT, MATERIALS, EXCAVATION)	PWH-TMBA	PVL	SEE NOTE 2
	WORKERS ON FOOT OR WORK VEHICLE EXPOSED TO TRAFFIC	PWH-TMBA	PVL	SEE NOTE 2

LEGEND
PVL - PROTECTIVE VEHICLE LIGHT MINIMUM GROSS WEIGHT 9,500 LBS. OR GREATER (SEE NOTE 4)
PWH - PROTECTIVE VEHICLE HEAVY MINIMUM GROSS WEIGHT 22,000 LBS. OR GREATER
TMBA - TRUCK/TRAILER MOUNTED IMPACT ATTENUATOR

- NOTES:
1. THE EXPOSURE CONDITIONS ASSUME THERE IS NO POSITIVE PROTECTION PRESENT.
2. EITHER A PROTECTIVE LIGHT (PVL) OR THE STANDARD BUFFER SPACE (SEE TABLE 011-03) SHALL BE PROVIDED.
3. TRUCK/TRAILER MOUNTED IMPACT ATTENUATORS (TMBA) SHALL NOT BE MOUNTED/INSTALLED ON VEHICLES WITH A GROSS VEHICLE WEIGHT (GVW) LESS THAN WHAT IS NORMALLY REQUIRED BY THE MANUFACTURER OF THE TMBA.
4. THE USE OF A PROTECTIVE VEHICLE LIGHT (PVL) AS A SHADOW VEHICLE IS LIMITED TO NON-FREEMAY ROADWAYS WHERE THE POSTED SPEED LIMITS IS ≤ 40 MPH UNLESS OTHERWISE AUTHORIZED BY THE ENGINEER.

TABLE 307B-02a ROLL AHEAD DISTANCE FOR PROTECTIVE VEHICLES		
ROLL AHEAD DISTANCE (FT.)** OF SKIP LINES FOR VEHICLES		
PRECONSTRUCTION POSTED SPEED (MPH)	STATIONARY OPERATION	
	PROTECTIVE VEHICLES WEIGHING 9,500 TO 21,999 LBS. GVW	PROTECTIVE VEHICLES WEIGHING 22,000 LBS. OR GREATER GVW
45 - 55	160/4	120/3
≥ 40	120/3	80/2

NOTES:

UTILITY LOCATIONS ARE APPROXIMATE ONLY. ALL UTILITIES MUST BE LOCATED PRIOR TO ANY EXCAVATION ACTIVITIES. MAINTAIN A MINIMUM OF 3 FEET FROM THE EXCAVATION AT ALL TIMES. MAINTAIN EXISTING CLOSURES AT ALL TIMES WITHIN PROJECT AREA.

STATE	NEW YORK
COUNTY	Albany
CITY	Albany
F.C.E. 2" HDPE	
F.O.C. CT (1) 144	
DRAWN BY	AOK
DATE DRAWN	Jan 2025
MUNICIPALITY	City of Albany
JURISDICTION	CITY



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TRAFFIC CONTROL PLAN

AOK# 2025-3
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Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL
TWO-LANE TWO-WAY ROADWAY
LANE CLOSURE WITH FLAGGERS
SHORT TERM OPERATION
(SHEET 2 OF 2)

APPROVED DECEMBER 2, 2021
Robert Lumogio
ROBERT LUMOGIO, P.E.
DIRECTOR, DTSP

ISSUED UNDER E1 21-028
619-307

NOTES:

UTILITY LOCATION AND APPROXIMATE ONLY. ALL UTILITIES MUST BE LOCATED PRIOR TO ANY EXCAVATION ACTIVITIES. MAINTAIN A MINIMUM OF 5 FEET FROM THE SIDEWALK AT ALL TIMES. MAINTAIN EXISTING CROSSING AT ALL TIMES WITHIN PROJECT AREA.

NOTES:

1. SHORT-TERM STATIONARY IS DAYTIME WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.
2. ANY SIDEWALK DIVERSION MUST BE ADA COMPLIANT AND FOLLOW THE PUBLIC RIGHTS-OF-WAY ACCESSIBILITY GUIDELINES (SHOWING, TEMPORARY RAMP AND OTHER TEMPORARY PEDESTRIAN FACILITIES SHALL BE PAID FOR UNDER THE APPROPRIATE ITEM FOR ASPHALT SIDEWALKS).
3. PEDESTAL SECTION SIGNS AND MUTED PAINT SHALL APPLY TO ALL CONSTRUCTED TEMPORARY ALTERNATIVE PEDESTRIAN PATHWAYS.
4. ONLY THE WORK ZONE TRAFFIC CONTROL DEVICES RELATED TO PEDESTRIANS ARE SHOWN. OTHER DEVICES, SUCH AS LANE/SHOULDER CLOSURE, ROAD NARROWS SIGNS (W4-4L) OR NO PARKING SIGNS MAY BE USED TO CONTROL VEHICULAR TRAFFIC.
5. TYPE III BARRICADES SHALL BE THE FULL WIDTH OF THE PATH BEING CLOSED.
6. ACCESS TO BUSINESS ENTRANCES AND TRAVEL STOPS WILL NEED TO BE MAINTAINED. IF THE PEDESTRIAN FACILITY CORRECTLY HAS A TRAFFIC STOP THAT WILL BE AFFECTED BY THE WORK ZONE, PRACTITIONERS SHOULD CONSULT THE TRAFFIC AUTHORITIES THAT SERVICE THE AFFECTED STOP TO DETERMINE HOW TO ACCOMMODATE THE STOP.
7. THE GRADE RUNNING SLOPE OF A TEMPORARY CURB RAMP FOR DESIGN AND LAYOUT SHALL BE A MAXIMUM OF 1.5%. THE GRADE FOR ADA ACCESSIBILITY AND WORK ACCEPTANCE SHALL BE A MAXIMUM OF 4.3%.

TABLE 321-02a CHANNELIZING DEVICE APPLICATION FOR SHORT-TERM STATIONARY WORK ZONES

WORK ZONE PRECLOSURE	CHANNELIZING DEVICE								
		STANDARD CONES	TALL CONES	EXTRA TALL CONES	TEMPORARY FIBER OPTIC MARKERS	INTERMEDIATE MARKERS	VERTICAL PAMLS	ADJUSTABLE VERTICAL PAMLS	TYPE II BARRICADES
SHORT-TERM IS STATIONARY WORK ZONES INVOLVE WORK THAT OCCUPIES A LOCATION FOR MORE THAN 1 HOUR WITHIN A SINGLE DAYLIGHT PERIOD.	MINIMUM DEVICE SPACING CENTER-TO-CENTER								
SHOULDER/STREETWAY/SHOULDER TAPER	20 FT.	X	X	X	X		X	X	X

NOTES: X= ALLOWED BLANK = NOT ALLOWED

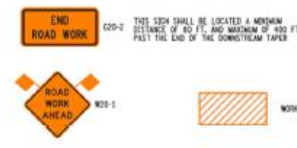
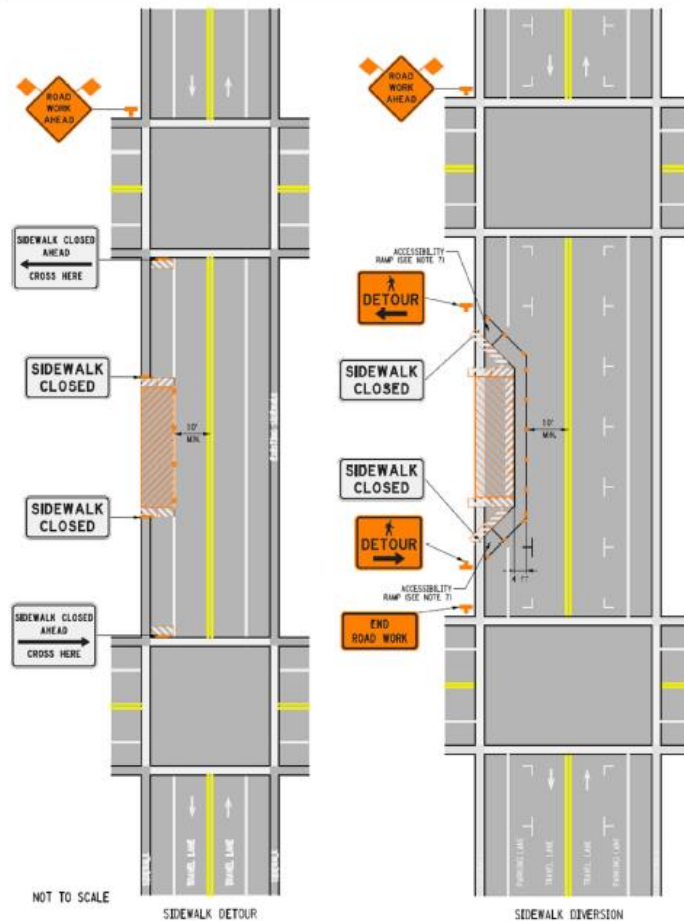


TABLE 321-01: REQUIRED SIGN SIZES

SIZE	NON-FREEMAY	FREEMAY
W20-2	36x18	48x24
W11-1L/W11-1R	24x18	24x18
W11-1L	24x12	24x12
W11-1R	24x12	24x12
W4-5L/W4-5R	36x24	36x24
W4-5L	18x18	18x18
W4-5R	18x18	18x18

*FREEMAY SIZES MAY BE USED ON NON-FREEMAY, IF SPACE CONSTRAINTS DO NOT EXIST.
**SIGNS NOT FOR FREEMAY USE

NEW YORK STATE OF TRANSPORTATION Department of Transportation

U.S. CUSTOMARY STANDARD SHEET

WORK ZONE TRAFFIC CONTROL TWO-LANE TWO-WAY ROADWAY SIDEWALK DETOUR/DIVERSION SHORT TERM OPERATION

APPROVED DECEMBER 2, 2021 ISSUED UNDER BY 21-008

Robert L. Longo, P.E. DIRECTOR, OTSM 615-321

EXPIRATION 1 EFF. 05/01/2023 ISSUED WITH ED 23-007

STATE/	ALBANY
COUNTY	ALBANY
CITY	ALBANY
F.C.E. 2" HDPE	
F.O.C. CT(1) 144	
DRAWN BY	AOK
DATE DRAWN	Jan' 2025
MUNICIPALITY	City of Albany
JURISDICTION	CITY



AOK ENGINEERING, PLLC
1550 UD-11, Oswego, NY 13022



TRAFFIC CONTROL PLAN

AOK# 2025-3
SO# 195443-001

SCALE NTS

PAGE #

11

RESOLUTION NO. 287

**AUTHORIZING AN EASEMENT TO FIRSTLIGHT FIBER, INC. REGARDING
INSTALLATION AND MAINTENANCE OF TELECOMMUNICATION
INFRASTRUCTURE AT 222 MADISON AVENUE IN THE CITY OF ALBANY**

Introduced: 8/11/25

By Public Works Committee:

WHEREAS, The County Executive and the Commissioner of the Department of General Services have requested authorization to enter into a utility easement agreement with Firstlight Fiber, Inc for the installation and maintenance of telecommunication infrastructure at 222 Madison Avenue in the City of Albany for a fee of \$1 to remain in effect in perpetuity with the property, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a utility easement agreement with Firstlight Fiber, Inc., Victor, NY 14564 for` the installation and maintenance of telecommunication infrastructure at 222 Madison Avenue in the City of Albany for a fee of \$1 to remain in effect in perpetuity with the property, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL MCLAUGHLIN
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF PUBLIC WORKS
449 NEW SALEM ROAD
VOORHEESVILLE, NEW YORK 12186-4826
(518) 765-2055 - FAX (518) 447-7047
www.albanycountyny.gov

LISA M. RAMUNDO
COMMISSIONER

SCOTT D. DUNCAN
DEPUTY COMMISSIONER

June 30, 2025

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

Dear Chairwoman Cunningham,

The Department of Public Works respectfully requests the Legislature's approval to transfer \$30,750 from the Overtime Incentive Line (D5110.19903) to the Overtime Line (D5110.19900).

The department has fully expended the Overtime Incentive allocation for 2025 and is currently experiencing a shortfall in the Overtime budget. This shortfall is primarily due to increased staffing demands associated with plowing and treatment of roads and flagging special events, such as the Summer and Winter Fests, which has required additional overtime hours to maintain service levels.

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
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6669, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization for Budget Amendment - Overtime

Date: 06/26/2025
Department: Public Works
Attending Meeting: Lisa M. Ramundo, Commissioner
Submitted By: Rosa Maria Tirino
Title: Director of Operations
Phone: 518-655-7919

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) Enter text.
Amount/Raise Schedule/Fee: \$30,750

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: from D5110.19903 (OT Incentive) to D5110.19900 (OT)
Appropriation Amount: \$30,750

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 Department of Public Works respectfully requests the Legislature's approval to transfer \$30,750 from the Overtime Incentive Line (D5110.19903) to the Overtime Line (D5110.19900).

APPROPRIATIONS										
BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
D	5110	19903	10000			Overtime Incentive		\$30,750	\$0	PUBLIC WORKS
D	5110	19900	10000			Overtime	\$30,750		\$46,701	PUBLIC WORKS
						TOTAL APPROPRIATIONS	\$30,750	\$30,750		
ESTIMATED REVENUES										
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
						TOTAL REVENUES	\$0	\$0		
						GRAND TOTAL	\$30,750	\$30,750		

RESOLUTION NO. 288

**AMENDING THE 2025 DEPARTMENT OF PUBLIC WORKS BUDGET:
OVERTIME**

Introduced: 8/11/25

By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested a budget amendment to the 2025 Department of Public Works Budget to increase the overtime allocation, and

WHEREAS, The Commissioner has indicated that this budget neutral adjustment is necessary to account for staffing demands associated with road treatment, flagging, and special events, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2025 Department of Public Works Budget is hereby amended as follows:

APPROPRIATIONS										
BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
D	5110	19903	10000			Overtime Incentive		\$30,750	\$0	PUBLIC WORKS
D	5110	19900	10000			Overtime	\$30,750		\$46,701	PUBLIC WORKS
						TOTAL APPROPRIATIONS	\$30,750	\$30,750		

and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

July 1, 2025

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

Re: Budget Amendment – Chief Maintenance Mechanic Salary Adjustment

Dear Chairwoman Cunningham,

The Albany County Water Purification District (District), is requesting approval of a budget amendment to increase the annual salary of the Chief Maintenance Mechanic position by \$ 9,500. The increase would adjust the Chief Maintenance Mechanic's current annual salary from \$83,765 to \$93,265. The Chief Maintenance Mechanic is a critical position that is responsible for overseeing maintenance and repair activities at both the District's North and South Treatment Plants. This adjustment would make the position salary competitive with similar titles in the area and would aid in retaining the individual in the current title.

The District's Board of Commissioners approved the salary adjustment at the District's June 11, 2025 Board meeting. This request is budget neutral as the adjustment would be made by transferring funds from a vacant salary line. The budget amendment is summarized on the attached budget spreadsheet.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: Budget Amendment Spreadsheet

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



County of Albany

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

Legislation Text

File #: TMP-6675, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget amendment to increase the salary for the Water Purification District's Chief Maintenance Mechanic title.

Date: 7/1/25
Department: ACWPD
Attending Meeting: Angelo Gaudio
Submitted By: Angelo Gaudio
Title: Executive Director
Phone: 518-447-1624

Purpose of Request: Budget Amendment Salary adjustment

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: See attached budget spreadsheet
Appropriation Amount: \$2,375.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☐ No ☒
If Mandated, Cite Authority: Enter text.

Request for Bids / Proposals: NA

Competitive Bidding Exempt: Yes ☐ No ☐

of Response(s): Enter text.

of MWBE: Enter text.

of Veteran Business: Enter text.

Bond Resolution No.: NA

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)

Salary adjustment for the Chief Maintenance Mechanic tile is being requested to aid in retaining the individual currently working in that title and to ensure compensation is competitive with similar titles in other municipalities throughout the area.

APPROPRIATIONS									
BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
G9	8130	13631		001	630010		\$2,375	\$73,259	ACWPD
G9	8130	17020		001	630051	\$2,375		\$93,265	ACWPD
TOTAL APPROPRIATIONS						\$2,375	\$2,375		

ESTIMATED REVENUES									
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
TOTAL REVENUES						\$0	\$0		
GRAND TOTAL						\$2,375	\$2,375		

RESOLUTION NO. 289

AMENDING THE 2025 WATER PURIFICATION DISTRICT BUDGET: CHIEF MAINTENANCE MECHANIC

Introduced: 8/11/25

By Public Works Committee:

WHEREAS, The Executive Director for the Water Purification District has requested authorization to amend the 2025 Water Purification District budget regarding the annual salary for the Chief Maintenance Mechanic position, and

WHEREAS, The Executive Director has indicated that the Chief Maintenance Mechanic position is essential for the ongoing maintenance and repair of the District's treatment plants, and

WHEREAS, The Executive Director has indicated that a \$9,500 increase is necessary to make the salary competitive with similar positions in the region, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2025 Department of Public Works Budget is hereby amended as follows:

APPROPRIATIONS											
BUDGET LINE						DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PRO	FOR POSITIONS ONLY							
				STATE POS. CODE	POSITION CONTROL						
G9	8130	13631		001	630010	Senior Instrumentation Tech			\$2,375	\$73,259	ACWPD
G9	8130	17020		001	630051	Chief Maintenance Mechanic		\$2,375		\$93,265	ACWPD
						TOTAL APPROPRIATIONS		\$2,375	\$2,375		

and, be it further

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
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CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

July 2, 2025

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

**Re: Authorization of Capital Project Improvements and determination of compliance with
New York State Consolidated Law Article 5A**

Dear Chairwoman Cunningham,

The Albany County Water Purification District (District) is requesting Legislative approval that the District's capital project improvements as identified and as adopted by the Legislature under the 2025-2029 and subsequent 2026-2030 Albany County Capital Program are in compliance with the following criteria:

1. The District facility improvements identified under the adopted Capital Program were determined to be in the public interest.
2. The District facility improvements identified under the adopted Capital Program were determined to be approved pursuant to Article 5A, Section 268 of the New York Consolidated Law.
3. The estimated annual debt service obligations for the proposed facility improvements identified under the adopted Capital Program do not constitute an undue burden to a typical property that would bear the cost of said improvements as defined by the New York State Comptroller.
4. The proposed facility improvements would not require a separate review by the New State Comptroller, as the cost of said improvements was determined not to constitute an undue burden to a typical property.
5. The estimated annual debt service obligation will be borne by the eight member municipalities that comprise the District in accordance with the original municipal agreements that were executed as part of the District formation.

Enclosed with this request is a copy of the District's 2025-2029 and 2026-2030 Capital Programs that were previously adopted via Legislative Resolution 212 of 2024 and Resolution 229 of 2025 respectively. The aforementioned resolutions and the debt service estimate for the proposed projects outlined the Capital Program are also attached for your reference.

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

Sincerely,



Angelo Gaudio, P.E.
Executive Director

Enc: 2025-2029 Capital Program
2026-2030 Capital Program
Resolution 212 of 2024
Resolution 229 of 2025
Debt Service Estimates

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



County of Albany

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

Legislation Text

File #: TMP-6678, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization of the Water Purification District's Capital Program facility improvements pursuant to Article 5A, Section 268 of New York State Consolidated Law.

Date: 7/2/2025
Department: WPD
Attending Meeting: Angelo Gaudio
Submitted By: Angelo Gaudio
Title: Executive Director
Phone: 518-447-1624

Purpose of Request: Amending prior Legislation 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: 13.8% County: 86.2%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: NA
Revenue Amount: NA
Appropriation Account and Line: Capital Project
Appropriation Amount: \$180.136M Total Capital Program Estimate

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☒ No ☐
If Mandated, Cite Authority: NYSDEC Consent Order

Request for Bids / Proposals:	NA
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: Res 212 of 2024 and Res 229 of 2025

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

To secure funding through Environmental Facilities Corporation legislative approval determining compliance with Article 5A, Section 268 of New York Consolidated Law is required.

RESOLUTION NO. 212**PUBLIC HEARING ON THE PROPOSED 2025-2029 ALBANY COUNTY CAPITAL PROGRAM**

Introduced: 4/8/24

By Audit and Finance Committee:

WHEREAS, Pursuant to Section 609 of the Albany County Charter, the Albany County Legislature shall publish a summary of the proposed Capital Program for Albany County as well as the time and place for a public hearing on such summary, now, therefore, be it

RESOLVED, That the summary of the proposed Albany County Capital Program for 2025-2029 shall be made available for public inspection on the County website and at the Offices of the County Clerk, Albany County Courthouse, Albany, NY and the Clerk of the Legislature, 112 State Street, Room 740, Albany, NY, during normal business hours, and, be it further

RESOLVED, By the Albany County Legislature that a public hearing on the proposed Albany County Capital Program for 2025-2029 will be held by the County Legislature remotely with participation instructions available on the County website at 7:15 p.m. on the 23rd day of April, 2024, and the Clerk of the County Legislature is hereby directed to cause notice to be published containing the necessary information in accordance with the applicable provisions of law.

RESOLUTION NO. 229

ADOPTING THE ALBANY COUNTY CAPITAL PROGRAM FOR 2026-2030

Introduced: 6/9/25

By Audit and Finance Committee:

WHEREAS, The Albany County Charter § 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 2026-2030 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 May 27, 2025, as published, now, therefore, be it

RESOLVED, That the 2026-2030 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.

Adopted by unanimous vote – 6/9/25

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 9th day of June, 2025, 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 11th day of June, 2025.

A handwritten signature in cursive script, reading "Nicole Chambers", is written over a horizontal line.

Clerk, Albany County Legislature

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		0.150	1.350					1.500	
State								-	
Federal								-	
Other								-	
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		0.100	5.000	45.000	19.900	2.294		72.294	
State								-	
Federal								-	
Other Approp	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 finalize. 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			3.000	25.000	7.500	5.392		40.892	
State								-	
Federal								-	
Other Approp.		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 forcemain 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	<u>Existing</u>	<u>Amended</u>	<u>Continual</u>	<u>Completed</u>			
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	

2026-2030 Capital Plan Summary

Project Status: 6 New 27 Existing 7 Amended 9 Continual 6 Completed

Authorized Funding	Pre-2025	2025	2026	2027	2028	2029	2030	Total
Civic Center	14.506	0.600	1.000	2.000	2.000	0.000	0.000	20.106
General Services	57.289	14.241	6.203	9.665	9.121	9.077	-6.245	99.351
Information Services	2.147	1.850	2.825	2.200	1.500	1.000	0.875	12.397
AC Sheriff's Office	0.000	1.989	0.000	0.000	0.000	0.000	0.000	1.989
Public Works	92.823	24.072	13.573	12.125	3.925	2.700	2.700	151.918
Water Purification	0.250	22.900	60.500	78.000	18.486	0.000	0.000	180.136
Shaker Place	78.658	3.745	5.450	5.000	5.425	0.000	0.000	98.278
Total Project Cost	245.673	69.397	89.551	108.990	40.457	12.777	-2.670	564.175

All amounts listed in this plan are in millions of dollars.

Amounts listed in Pre-years are authorized amounts.

Amounts listed in out years are estimates.

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:	<u> </u> New	<u> </u> 1	<u> </u> Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2025	2025	2026	2027	2028	2029	2030	Total
County		1.000	0.500					1.500
State								-
Federal								-
Other								-
Total Project Cost	-	1.000	0.500	-	-	-	-	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. Cost has been amended to \$72,594,000 to account for EFC fess that were incorporated into the EFC Intended Use Plan (IUP).								
Amendment(s):	2025-2029 - cost of project amended to account for EFC fees.								
Project Status:	<u> </u> New	<u> </u> 1	Existing	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed			
Authorized Funding		Pre-2025	2025	2026	2027	2028	2029	2030	Total
County			10.000	25.000	35.000	2.444	-		72.444
State									-
Federal									-
Other Approp.		0.150							0.150
Total Project Cost		0.150	10.000	25.000	35.000	2.444	-	-	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 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 finalize. Grouping projects together will allow the District to maximize the potential for grant opportunities in the coming years. Project cost was amended to \$41,042,000 to incorporate administration fees from EFC that were included on the 2024 Intended Use Plan (IUP)							
Amendment(s): 2025-2029 - cost of project amended to account for administration fees from EFC.								
Project Status:	<u> </u> New	<u> </u> Existing	<u> </u> 1	<u> </u> Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2025	2025	2026	2027	2028	2029	2030	Total
County State Federal Other Approp.		5.000	15.000	15.000	6.042			41.042
								-
								-
								-
Total Project Cost	-	5.000	15.000	15.000	6.042	-	-	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 North and South Plant sludge processing systems. Project was amended to eliminate the South Plant Sludge processing consolidation based on comments received from DEC in 2024. Project will now include improvements to the North and South Plant incinerators, sludge mixing and dewatering systems. The North Plant incinerators will be outfitted with anew emissions system. Project will also include a new Septage and FOG receiving station at the North Plant project. Project is expected to receive EFC funding and a \$25M Bipartisan Infrastructure Grant and 0% hardship financing for up to \$25M.

Amendment(s):

Project Status:	<u> </u> New	<u> </u> Existing	<u> </u> 1	Amended	<u> </u> Continual	<u> </u> Completed		
Authorized Funding	Pre-2025	2025	2026	2027	2028	2029	2030	Total
County		4.400	19.000	28.000	10.000			61.400
State								-
Federal								-
Other	0.100	2.500	1.000					3.600
Total Project Cost	0.100	6.900	20.000	28.000	10.000	-	-	65.000

Water Purification District Capital Plan Summary: All Projects

Project Status:	<u>0</u> New	<u>2</u> Existing	<u>2</u> Amended	<u>0</u> Continual	<u>0</u> Completed				
Authorized Funding	Pre-2025	2025	2026	2027	2028	2029	2030	Total	
County	-	20.400	59.500	78.000	18.486	-	-	176.386	
State	-	-	-	-	-	-	-	-	
Federal	-	-	-	-	-	-	-	-	
Other	0.250	2.500	1.000	-	-	-	-	3.750	
Total Project Cost	0.250	22.900	60.500	78.000	18.486	-	-	180.136	

Debt Service Impact: Sludge Processing Improvement Project

Baseline	Total
Capital Cost	\$65,000,000
Grants (BIL & ARPA)	\$28,500,000
Hardship Eligible	\$25,000,000
Interest Portion	\$11,500,000.00
Interest (Subsidized)	3.5% ==> Assumed
Interest (Hardship)	0%
Term (years)	30
Annual Debt Service Cost	(\$1,458,603.65)

Community Impact	Debt Service %	Annual Service	Population	Annual Avg Flow (mgd)	EDU Estimate based on Flow	Cost per EDU
City of Albany	54.40%	(793,480.38)	100,081	23.4	94,968	\$ (8.36)
Town of Colonie	14.40%	(210,038.93)	42,577	5.5	22,321	\$ (9.41)
Village of Colonie	4.10%	(59,802.75)	7,705	1.1	4,464	\$ (13.40)
Guilderland	1.70%	(24,796.26)	5,462	0.7	2,841	\$ (8.73)
Menands	2.40%	(35,006.49)	4,503	1	4,058	\$ (8.63)
Watervliet	4.30%	(62,719.96)	10,285	1.9	7,711	\$ (8.13)
Green Island	11.90%	(173,573.83)	2,966	1.4	5,682	\$ (30.55)
Cohoes	6.80%	(99,185.05)	18,043	3.1	12,581	\$ (7.88)
Total		(1,458,603.65)	191,622	38.1	154,627	\$ (9.43)

Avg. People per House 2.24 ==> Based on 2024 Census Data for Albany County
 Flow per bedroom 110 gpd Based DEC Design Standards for Intermediate Sized Wastewater Systems
 Flow Estimate Per household 246.4 gpd per EDU
 NYS Comptroller Cost Limit \$299 ==> Sewer District Cost to Household limit

Notes:

1. Flow data based on averaged metered flows between March 2024 and February 2025

Debt Service Impact: North Plant Improvement Project

Baseline	Total
Capital Cost	\$72,594,000
Grants	\$0
Hardship Eligible	\$0
Interest Portion	\$72,594,000
Interest	4.5% ==> Assumed
Interest (Hardship)	0%
Term (years)	30
Annual Debt Service Cost	(\$4,456,657.67)

Community Impact	Debt Service %	Annual Service	Population	Annual Avg Flow (mgd)	EDU Estimate based on Flow	Cost per EDU
City of Albany	54.40%	(2,424,421.77)	100,081	23.4	94,968	\$ (25.53)
Town of Colonie	14.40%	(641,758.70)	42,577	5.5	22,321	\$ (28.75)
Village of Colonie	4.10%	(182,722.96)	7,705	1.1	4,464	\$ (40.93)
Guilderland	1.70%	(75,763.18)	5,462	0.7	2,841	\$ (26.67)
Menands	2.40%	(106,959.78)	4,503	1	4,058	\$ (26.35)
Watervliet	4.30%	(191,636.28)	10,285	1.9	7,711	\$ (24.85)
Green Island	11.90%	(530,342.26)	2,966	1.4	5,682	\$ (93.34)
Cohoes	6.80%	(303,052.72)	18,043	3.1	12,581	\$ (24.09)
Total		(4,456,657.67)	191,622	38.1	154,627	\$ (28.82)

Avg. People per House 2.24 ==> Based on 2024 Census Data for Albany County
 Flow per bedroom 110 gpd Based DEC Design Standards for Intermediate Sized Wastewater Systems
 Flow Estimate Per household 246.4 gpd per EDU
 NYS Comptroller Cost Limit \$299 ==> Sewer District Cost to Household limit

Notes:

1. Flow data based on averaged metered flows between March 2024 and February 2025

Debt Service Impact: South Plant Improvement Project

Baseline	Total
Capital Cost	\$41,042,000
Grants	\$0
Hardship Eligible	\$0
Interest Portion	\$41,042,000
Interest	4.5% ==> Assumed
Interest (Hardship)	0%
Term (years)	30
Annual Debt Service Cost	(\$2,519,631.70)

Community Impact	Debt Service %	Annual Service	Population	Annual Avg Flow (mgd)	EDU Estimate based on Flow	Cost per EDU
City of Albany	54.40%	(1,370,679.65)	100,081	23.4	94,968	\$ (14.43)
Town of Colonie	14.40%	(362,826.97)	42,577	5.5	22,321	\$ (16.25)
Village of Colonie	4.10%	(103,304.90)	7,705	1.1	4,464	\$ (23.14)
Guilderland	1.70%	(42,833.74)	5,462	0.7	2,841	\$ (15.08)
Menands	2.40%	(60,471.16)	4,503	1	4,058	\$ (14.90)
Watervliet	4.30%	(108,344.16)	10,285	1.9	7,711	\$ (14.05)
Green Island	11.90%	(299,836.17)	2,966	1.4	5,682	\$ (52.77)
Cohoes	6.80%	(171,334.96)	18,043	3.1	12,581	\$ (13.62)
Total		(2,519,631.70)	191,622	38.1	154,627	\$ (16.29)

Avg. People per House 2.24 ==> Based on 2024 Census Data for Albany County
 Flow per bedroom 110 gpd Based DEC Design Standards for Intermediate Sized Wastewater Systems
 Flow Estimate Per household 246.4 gpd per EDU
 NYS Comptroller Cost Limit \$299 ==> Sewer District Cost to Household limit

Notes:

1. Flow data based on averaged metered flows between March 2024 and February 2025

Debt Service Impact: HVAC Improvement Project

Baseline	Total
Capital Cost	\$1,500,000
Grants	\$0
Hardship Eligible	\$0
Interest Portion	\$1,500,000
Interest	4.5% ==> Assumed
Interest (Hardship)	0%
Term (years)	30
Annual Debt Service Cost	(\$92,087.31)

Community Impact	Debt Service %	Annual Service	Population	Annual Avg Flow (mgd)	EDU Estimate based on Flow	Cost per EDU
City of Albany	54.40%	(50,095.50)	100,081	23.4	94,968	\$ (0.53)
Town of Colonie	14.40%	(13,260.57)	42,577	5.5	22,321	\$ (0.59)
Village of Colonie	4.10%	(3,775.58)	7,705	1.1	4,464	\$ (0.85)
Guilderland	1.70%	(1,565.48)	5,462	0.7	2,841	\$ (0.55)
Menands	2.40%	(2,210.10)	4,503	1	4,058	\$ (0.54)
Watervliet	4.30%	(3,959.75)	10,285	1.9	7,711	\$ (0.51)
Green Island	11.90%	(10,958.39)	2,966	1.4	5,682	\$ (1.93)
Cohoes	6.80%	(6,261.94)	18,043	3.1	12,581	\$ (0.50)
Total		(92,087.31)	191,622	38.1	154,627	\$ (0.60)

Avg. People per House 2.24 ==> Based on 2024 Census Data for Albany County
 Flow per bedroom 110 gpd Based DEC Design Standards for Intermediate Sized Wastewater Systems
 Flow Estimate Per household 246.4 gpd per EDU
 NYS Comptroller Cost Limit \$299 ==> Sewer District Cost to Household limit

Notes:

1. Flow data based on averaged metered flows between March 2024 and February 2025

RESOLUTION NO. 290

A RESOLUTION CALLING A PUBLIC HEARING FOR THE PURPOSE OF CONSIDERING A PROPOSED INCREASE AND IMPROVEMENT OF THE FACILITIES OF THE ALBANY COUNTY WATER PURIFICATION DISTRICT IN THE COUNTY OF ALBANY, NEW YORK

Introduced: 8/11/25

By Public Works Committee:

WHEREAS, Pursuant to proceedings heretofore had and taken in accordance with the provisions of Article 5-A of the County Law, including approving orders of the State Comptroller, the Albany County Sewer District, has heretofore been established, and

WHEREAS, In October 2017, the name of the Albany County Sewer District was changed to the Albany County Water Purification District (the “District”), and

WHEREAS, The County has heretofore authorized the (i) Sludge Processing Improvement Project; (ii) North Plant Treatment Process Improvement Project; (iii) South Plant Treatment Process Improvement Project and (iv) North and South Plant HVAC Upgrade Project, as part of the County’s 2025-2029 Capital Plan; and

WHEREAS, Pursuant to the Order on Consent No. R4-2014-0902-145 with the New York State Department of Environmental Conservation, the County is undertaking the Sludge Processing Improvement Project which includes the study, design and construction of improvements to the existing North and South Plant sludge processing systems, consisting of improvements to the North and South Plant incinerators and sludge mixing and dewatering systems; installation of a new incinerator emission system at the North Plant, and the construction of a new Septage and FOG receiving station at the North Plant, all as further described in the engineering entitled “Sludge Processing Improvements Study” prepared for the District by Barton & Loguidice DPC, Albany, New York, as the estimated total cost of \$65,000,000, and

WHEREAS, Following a determination that certain upgrades to the County’s treatment facilities are necessary and in the public interest, the County has determined to undertake the North Plant Treatment Process Improvement Project, which includes improvements to the unit treatment process associated with the North Plant and consists of the replacement of the mechanical screens, grit system, primary and secondary clarifiers, plant water pumps and upgrades to the high voltage electrical system, all as further described and identified as Phase 1 work in the Capital Improvements Plan Engineering Report, dated May 2024 and prepared for

the District by Arcadis of New York, Inc., Albany, New York, at the estimated maximum cost of \$72,594,000, and

WHEREAS, Following a determination that certain upgrades to the County's treatment facilities are necessary and in the public interest, the County has determined to undertake South Plant Treatment Process Improvement Project, which includes improvements to the unit treatment process associated with the South Plant and consists of the replacement of the grit system, primary and secondary clarifiers, plant water pumps and upgrades to the high voltage electrical system, all as further described and identified as Phase 1 work in the Capital Improvements Plan Engineering Report, dated May 2024 and prepared for the District by Arcadis of New York, Inc., Albany, New York, at the estimated maximum cost of \$41,042,000, and

WHEREAS, Following a determination that certain upgrades to the County's treatment facilities are necessary and in the public interest, the County has determined to undertake the North and South Plant HVAC Upgrade Project, which includes the study, design, and construction of improvements to existing HVAC systems at both the North and South Treatment Plants, expected to be completed in accordance with the engineering evaluation being prepared for the District by CHA Consulting Inc., Albany, New York, at the estimated maximum cost of \$1,500,000, and

WHEREAS, The County expects that a substantial part of the cost of the projects will be financed through the State of New York Environmental Facilities Corporation (EFC) or funded from other sources, including grants, and that such grants and/or other funds when received will be applied toward the cost of said projects or redemption of the County bonds or notes issued therefor; and

WHEREAS, The County has previously considered the projects described herein as part of a public hearing held in connection with the adoption of the County's 2025-2029 Capital Plan; however, EFC has requested that the County conduct a separate public hearing for the such projects; and NOW, THEREFORE, BE IT

RESOLVED, BY THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, AS FOLLOWS:

Section 1. A meeting of the County Legislature of the County of Albany, New York, shall be held in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:00 o'clock P.M. (Prevailing Time) on Tuesday, August 26, 2025, for the purpose of conducting a public hearing upon the proposed increase and improvement of facilities of the Albany County Water Purification District (the "District"), consisting of the (i) Sludge Processing Improvement Project, (ii) North Plant Treatment Process Improvement Project, (iii) South Plant Treatment

Process Improvement Project, and (iv) North and South Plant HVAC Upgrade Project, and for such other action on the part of said County Legislature in relation thereto as may be required by law or proper in the premises.

Section 2. The notice of such public hearing shall be in substantially in the form set forth in **Exhibit A** hereof and the Clerk of said County Legislature is hereby authorized and directed to cause a copy of the Notice of Public Hearing to be published once in the “Times Union and “The Evangelist,” each newspaper having a general circulation within the District, not less than ten nor more than twenty days before the date set herein for said public hearing.

Section 3. The Clerk of the County Legislature is hereby further authorized and directed to file a certified copy of the Notice of Public Hearing with the respective Clerk of the City of Albany, City of Cohoes, City of Watervliet, Village of Green Island, Village of Menands, Village of Colonie and the Town of Colonie and Town of Guilderland, together with a detailed summary of the projected debt service costs of the proposed projects and an estimate of the annual debt service charge for each municipality as determined in accordance with the provisions of each municipalities’ respective intermunicipal agreement from 1970 with the Albany County Sewer District, not less than ten days before the date set herein for said public hearing.

Section 4. The engineering reports for each project shall be made available for public inspection on the County website and at the office of the Executive Director of the Albany County Water Purification District, 1 Canal Road, South, Albany, New York 12204, during normal business hours, not less than ten days before the date set herein for said public hearing.

Section 5. This resolution shall take effect immediately.

Exhibit A
NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE that a meeting of the County Legislature of the County of Albany, New York, shall be held at William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York, in said County, on the 26th day of August, 2025, at 7:00 o'clock P.M., Prevailing Time, for the purpose of conducting a public hearing upon a proposed increase and improvement of facilities of Albany County Water Purification District (the "District") in said County.

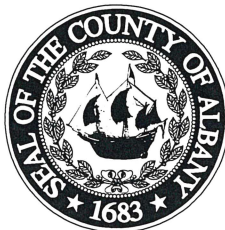
The increase and improvement of such facilities consists of the (i) Sludge Processing Improvement Project, at the estimated cost of \$65,000,000; (ii) North Plant Treatment Process Improvement Project, at the estimated cost of \$72,594,000; (iii) South Plant Treatment Process Improvement Project, at the estimated cost of \$41,042,000 and (iv) North and South Plant HVAC Upgrade Project, at the estimated cost of \$1,500,000, all as more fully described in the respective engineering reports prepared for the County by the engineer of record for each project, which are available on the County website and in the office of the Executive Director of the Albany County Water Purification District, 1 Canal Road, South, Albany, New York 12204, during regular business hours.

A detailed summary of the projected debt service costs of the proposed projects and an estimate of the annual debt service charge for each municipality served by the District, as determined in accordance with the provisions of each municipalities' respective agreement with the Albany County Water Purification District, is available by contacting the Executive Director of the District at 518-447-1624.

Dated: August 11, 2025
 Albany, New York,

BY ORDER OF THE COUNTY
LEGISLATURE OF THE COUNTY
OF ALBANY, NEW YORK

By _____
Clerk of the County Legislature



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycountyny.gov

COMMISSION
DENNIS RIGOSU
CHAIRMAN

NICHOLAS W. FOGLIA
MAGGIE ALIX
CHARLES G. CARLUCCIO
GARRY NATHAN

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

July 2, 2025

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

**Re: Authorization of Grant Acceptance from Environmental Facilities Corporation
Sludge Processing Improvement Project (Project #C4-5419-06-00)**

Dear Chairwoman Cunningham,

The Albany County Water Purification District (District) is requesting Legislative approval to accept a Bipartisan Infrastructure Law (BIL) grant in the amount of \$25 million from Environmental Facilities Corporation (EFC) for use on the District's Sludge Processing Improvement Project. Additionally, the District is requesting approval to receive zero percent financing for up to \$25 million from EFC for the same project.

The estimated cost of the Sludge Processing Improvement Project is \$65 million which was previously authorized under the 2025-2029 Albany County Capital Program that was adopted via Resolution 212 of 2024. A copy of the EFC grant notification letter, Capital Plan resolution and adopted Bond Resolutions for the project are enclosed for your reference. Also enclosed is a debt service estimate for the project based on the grant amount and zero percent loan amount.

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

Sincerely,

Angelo Gaudio, P.E.
Executive Director

Enc: EFC Notification Letter
2025-2029 Capital Program
Resolution 212 of 2024 (Capital Program)
Resolutions 304 & 371 of 2024 (Bond Resolutions)
Debt Service Estimate

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



County of Albany

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

Legislation Text

File #: TMP-6679, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Bipartisan Infrastructure Law (BIL) Grant acceptance in the amount of \$25 million from Environmental Facilities Corporation (EFC) for the Water Purification District's Sludge Processing Improvement Project.

Date: 7/2/25

Department: WPD

Attending Meeting: Angelo Gaudio

Submitted By: Angelo Gaudio

Title: Executive Director

Phone: 518-447-1624

Purpose of Request: Contract Authorization Grant acceptance

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: 100% Local: Enter text.

County Budget Accounts:

Revenue Account and Line:

Capital Project

Revenue Amount:

\$25 million

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.: 304 & 371 of 2024

Apprenticeship Program Yes ☐ No ☐

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 212 of 2024 (Capital Plan)

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

The grant amount of \$25 million and \$25 million in zero percent financing will be used reduce debt service obligations to member communities for the Sludge Processing Improvement Project.



Environmental Facilities Corporation

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

January 8, 2024

The Honorable Daniel P. McCoy
County Executive
Albany County
Harold L. Joyce Albany County Office Building
Albany, NY 12207

Re: Clean Water State Revolving Fund (CWSRF) Project No. C4-5419-06-00
Septage and Fats Oils and Grease Receiving Station Upgrades

Dear County Executive McCoy:

I am pleased to inform you that your community may qualify to receive grant funding from the Environmental Facilities Corporation (EFC) through the federal Infrastructure Investment and Jobs Act of 2021, also known as the Bipartisan Infrastructure Law (BIL) for the project referenced above.

The project's eligibility for BIL grant is based on the project being listed above the BIL Funding Line in Subcategory D1 of the [Final 2024 Intended Use Plan \(IUP\) Annual List](#). Criteria for this determination are detailed in the CWSRF Hardship Financing and Grant Eligibility Policy ([Hardship Policy](#)) effective October 1, 2023. In addition to BIL grant, your project may be eligible for interest-free financing of up to \$25 million. Criteria for interest-free financing are also detailed in the Hardship Policy.

The amount of BIL grant available for your project is estimated as \$25,000,000 based on the information provided to EFC. As noted in the Hardship Policy, municipalities eligible for BIL funding must meet the following criteria to qualify:

- Must not have closed an EFC financing or incurred SRF-eligible debt for the project before November 15, 2021;
- Must not have issued a Notice to Proceed to construction for the project dated before November 15, 2021;
- Must not have executed a long-term project financing agreement for the project;
- Must not be substantially complete before October 1, 2023;
- Must not have been eligible for BIL funding on the Subcategory D1 list for two consecutive IUP years without closing on a project finance agreement with EFC; and
- Must comply with all applicable federal requirements.

Your project is identified as an equivalency project on the 2024 IUP and must meet certain programmatic requirements:

- Certification Forms available in the Equivalency Guidance Packet for the following:
 - o Federal Procurement for Architectural/Engineering (A/E) Services; and
 - o National Environmental Protection Act (NEPA) Environmental Review
- Inclusion of State Revolving Fund Equivalency Project Mandatory Terms and Conditions in Contract(s) for the following:
 - o Davis Bacon Federal Prevailing Wage schedules and language in construction contract bid documents;
 - o American Iron and Steel (AIS) provisions;

- o Prohibition on certain telecommunications and video surveillance services or equipment;
- o Equal Employment Opportunities (EEO) and Disadvantaged Business Enterprises (DBE) for both construction contracts and professional service agreements; and
- o Build America, Buy America (BABA) provisions.
- Single Audit reporting
- Construction Sign:
 - o All projects receiving EFC funding must post a physical sign at the project site during construction.

Information on BIL funding and requirements can be found on EFC's website at www.efc.ny.gov/BIL. This information may be updated periodically, at which time EFC will send an electronic notice to all members of our email notification listserv. To join our email notification listserv, please visit [EFC's website](http://www.efc.ny.gov).

Please confirm your acceptance of the BIL grant eligibility and intent to proceed with this project by completing and signing the enclosed form and returning it to CWSRFinfo@efc.ny.gov no later than **January 19, 2024**. Without your confirmation, we may bypass your project and award these grant funds to another community.

You must also submit an acceptable CWSRF financing application by no later than June 14, 2024. Without an acceptable application submitted by this date, this grant offer will be rescinded, and you must recompet for BIL grant in the 2025 CWSRF IUP. The CWSRF finance application forms and guidance can be found at www.efc.ny.gov/cwsrf-apply.

To help you advance this project, members of the EFC team will contact you to guide you through the program requirements and related processes.

We look forward to working with you on your water quality improvement project. Should you have any questions, please contact Máire Cunningham, Program Manager at CWSRFinfo@efc.ny.gov.

Sincerely,



Maureen A. Coleman
President & CEO

Enclosure (if required): [Equivalency Guidance Packet](#), [Equivalency Terms and Conditions Guidance](#), [Equivalency Terms and Conditions](#)

cc: Albany County Water Purification District - Angelo Gaudio, Executive Director
Barton and Loguidice - Karen W. Clark, Senior Managing Engineer
NYS EFC - Michael Budris

ACKNOWLEDGEMENT AND INTEREST IN BIL FUNDING

Please confirm your community's intent to accept BIL funding by signing below and emailing the completed form to CWSRFinfo@efc.ny.gov no later than **January 19, 2024**. Please also attach the following, as applicable:

- Completed A/E Procurement Form;
☐ Check box if A/E Procurement did not comply with federal standards
- Complete Environmentally Review Form; and
- Copy of any BANs related to the project

ACKNOWLEDGMENT BY THE MUNICIPALITY

Albany County
Clean Water State Revolving Fund (CWSRF) Project No. C4-5419-06-00
Septage and Fats Oils and Grease Receiving Station Upgrades

The Municipality meets BIL eligibility requirements, applicable program requirements, and intends to proceed with this project. The Municipality intends to close a financing that includes BIL grant funding.

Signature of Authorized Representative

Print Name

Title

Date

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		0.150	1.350					1.500
State								-
Federal								-
Other								-
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 finalize. 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 forcemain 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	<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		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

RESOLUTION NO. 212**PUBLIC HEARING ON THE PROPOSED 2025-2029 ALBANY COUNTY CAPITAL PROGRAM**

Introduced: 4/8/24

By Audit and Finance Committee:

WHEREAS, Pursuant to Section 609 of the Albany County Charter, the Albany County Legislature shall publish a summary of the proposed Capital Program for Albany County as well as the time and place for a public hearing on such summary, now, therefore, be it

RESOLVED, That the summary of the proposed Albany County Capital Program for 2025-2029 shall be made available for public inspection on the County website and at the Offices of the County Clerk, Albany County Courthouse, Albany, NY and the Clerk of the Legislature, 112 State Street, Room 740, Albany, NY, during normal business hours, and, be it further

RESOLVED, By the Albany County Legislature that a public hearing on the proposed Albany County Capital Program for 2025-2029 will be held by the County Legislature remotely with participation instructions available on the County website at 7:15 p.m. on the 23rd day of April, 2024, and the Clerk of the County Legislature is hereby directed to cause notice to be published containing the necessary information in accordance with the applicable provisions of law.

RESOLUTION NO. 371

**SUPPLEMENTAL BOND RESOLUTION DATED JUNE 10, 2024, A
RESOLUTION AMENDING CERTAIN TERMS OF BOND RESOLUTION NO.
304 OF THE COUNTY OF ALBANY, NEW YORK, ADOPTED MAY 13, 2024,
AUTHORIZING THE SLUDGE PROCESSING IMPROVEMENTS PROJECT**

Date: 6/10/24

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW
YORK, HEREBY RESOLVES AS FOLLOWS:

WHEREAS, On May 13, 2024, the County Legislature of the County of Albany,
New York adopted Bond Resolution No. 304 of 2024 entitled:

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK,
AUTHORIZING THE SLUDGE PROCESSING IMPROVEMENTS
PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF
IS \$65,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND
AUTHORIZING THE ISSUANCE OF \$65,000,000 OF SERIAL BONDS
OF SAID COUNTY TO FINANCE SAID APPROPRIATION

(the "Bond Resolution"); and

WHEREAS, The County Legislature desires to amend the Bond Resolution for
the purposes of amending the description of the environmental review contained in
Section 8 of the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED, By the County Legislature of the
County of Albany, New York, as follows:

SECTION 1. Section 8 of the Bond Resolution is hereby amended to read as
follows:

By separate resolution or resolutions, the County has complied
with the provisions of the State Environmental Quality Review Act
("SEQRA") with respect to the capital project described in this resolution
as follows: the County has issued a negative declaration (or
declarations) determining that the capital project described in this
resolution will not have a significant effect on the environment.

SECTION 2. The Bond Resolution adopted by the County Legislature on
May 13, 2024, as amended by this Supplemental Bond Resolution, shall otherwise

remain in full force and effect in accordance with its terms, and is hereby ratified and confirmed.

SECTION 3. This resolution shall take effect immediately.

On long roll call vote the following members voted in favor: Beston, Burgdorf, Cleary, Collins, Commisso, Conway, Cunningham, Domalewicz, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Laurilliard, Lekakis, Lockart, Mauriello, Mayo, McLaughlin, McLean Lane, Miller, Pedo, Perlee, Plotsky, Reidy, Ricard, Robinson, Rosano, Simpson, Smith, Ward, Whalen and Willingham – 36

Those opposed – 0

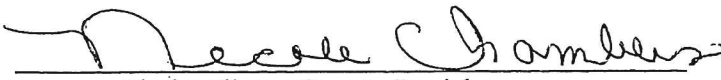
Resolution was adopted – 6/10/24

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 10th day of June, 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 11th day of June, 2024.


Clerk, Albany County Legislature

NOTICE OF BOND RESOLUTION

NOTICE IS HEREBY GIVEN that the resolution published herewith has been adopted for the County of Albany, on the 10th day of June, 2024 and the validity of the obligations authorized by such resolution may be hereafter contested only if:

- (1) (a) such obligations were authorized for an object or purpose for which the County of Albany is not authorized to expend money or
(b) if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with,
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice; or
- (2) such obligations were authorized in violation of the provisions of the Constitution of New York.



Bruce A. Hidley
Albany County Clerk
Exec. Deputy

RESOLUTION NO. 304

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE SLUDGE PROCESSING IMPROVEMENTS PROJECT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$65,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$65,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 5/13/24

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 various improvements to the County sludge processing systems, including, but not limited to, improvements to the North Plant incinerators, sludge mixing and dewatering systems, along with the consolidation of sludge operation to the North Plant via a new sludge forcemain and upgrades to the North Plant incinerator emissions controls, together with any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the County's 2025-29 Capital Plan, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$65,000,000 and said amount is hereby appropriated therefor. The plan of financing is described as follows: (a) the issuance of an amount not to exceed \$65,000,000 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 \$65,000,000 to pay the cost of the capital projects, (b) the receipt of various federal and state grants, and/or (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 \$65,000,000 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 specific object or purpose herein authorized and for which \$65,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.4 of the New York Local Finance Law (the "Law"), is thirty (30) 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 \$65,000,000 to finance said appropriation 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 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 project. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 1 constitutes a "Type II action" pursuant to 6 NYCRR 617.5(c)(2); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

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. If the County determines to issue bonds or bond anticipation notes to finance the specific objects or purposes authorized by this resolution, the County then reasonably expects to reimburse such expenditures with the proceeds of such bonds or bond anticipation notes. If the County determines to issue bonds or bond anticipation notes to finance the specific objects or purposes authorized by this resolution, then 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. The provisions of this section are expressly subject to the plan of finance as determined by the County as described in Section 1 above.

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:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
 - (b) 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
- (2) 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 official newspaper(s) of the County for such publication.

On long roll call vote the following members voted in favor: Beston, Burgdorf, Cleary, Collins, Commisso, Conway, Cunningham, Domalewicz, Drake, Efekoro, Ethier, Feeney, Fein, Grimm, A. Joyce, R. Joyce, Kuhn, Laurilliard, Lekakis, Lockart, Mauriello, McLaughlin, Miller, Pedo, Perlee, Plotsky, Reidy, Ricard, Robinson, Rosano, Simpson, Smith, Ward and Whalen – 34

Those opposed – 0

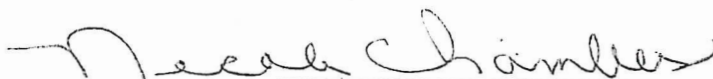
Resolution was adopted – 5/13/24

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 13th day of May, 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 15th day of May, 2024.


Clerk, Albany County Legislature

NOTICE OF BOND RESOLUTION

NOTICE IS HEREBY GIVEN that the resolution published herewith has been adopted for the County of Albany, on the 13th day of May, 2024 and the validity of the obligations authorized by such resolution may be hereafter contested only if:

- (1) (a) such obligations were authorized for an object or purpose for which the County of Albany is not authorized to expend money or
- (b) if the provisions of law which should have been complied with as of the date of publication of this notice were not substantially complied with,
and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of publication of this notice; or
- (2) such obligations were authorized in violation of the provisions of the Constitution of New York.



Bruce A. Hidley
Albany County Clerk

Debt Service Impact: Sludge Processing Improvement Project

Baseline	Total
Capital Cost	\$65,000,000
Grants (BIL & ARPA)	\$28,500,000
Hardship Eligible	\$25,000,000
Interest Portion	\$11,500,000.00
Interest (Subsidized)	3.5% ==> Assumed
Interest (Hardship)	0%
Term (years)	30
Annual Debt Service Cost	(\$1,458,603.65)

Community Impact	Debt Service %	Annual Service	Population	Annual Avg Flow (mgd)	EDU Estimate based on Flow	Cost per EDU
City of Albany	54.40%	(793,480.38)	100,081	23.4	94,968	\$ (8.36)
Town of Colonie	14.40%	(210,038.93)	42,577	5.5	22,321	\$ (9.41)
Village of Colonie	4.10%	(59,802.75)	7,705	1.1	4,464	\$ (13.40)
Guilderland	1.70%	(24,796.26)	5,462	0.7	2,841	\$ (8.73)
Menands	2.40%	(35,006.49)	4,503	1	4,058	\$ (8.63)
Watervliet	4.30%	(62,719.96)	10,285	1.9	7,711	\$ (8.13)
Green Island	11.90%	(173,573.83)	2,966	1.4	5,682	\$ (30.55)
Cohoes	6.80%	(99,185.05)	18,043	3.1	12,581	\$ (7.88)
Total		(1,458,603.65)	191,622	38.1	154,627	\$ (9.43)

Avg. People per House 2.24 ==> Based on 2024 Census Data for Albany County
 Flow per bedroom 110 gpd Based DEC Design Standards for Intermediate Sized Wastewater Systems
 Flow Estimate Per household 246.4 gpd per EDU
 NYS Comptroller Cost Limit \$299 ==> Sewer District Cost to Household limit

Notes:

1. Flow data based on averaged metered flows between March 2024 and February 2025

RESOLUTION NO. 291

AUTHORIZING ACCEPTANCE OF A BIPARTISAN INFRASTRUCTURE LAW GRANT AND APPROVAL TO ACCESS ZERO PERCENT INTEREST LOANS FROM THE ENVIRONMENTAL FACILITIES CORPORATION REGARDING THE WATER PURIFICATION DISTRICT'S SLUDGE PROCESSING IMPROVEMENT PROJECT

Introduced: 8/11/25

By Public Works Committee:

WHEREAS, The Executive Director of the Water Purification District has requested authorization to accept a \$25,000,000 grant from the Environmental Facilities Corporation to offset costs associated with the District's Sludge Processing Improvement Project, and

WHEREAS, The Executive Director has also requested authorization to access up to \$25,000,000 in additional interest-free financing from the Environmental Facilities Corporation regarding the District's Sludge Processing Improvement Project, and

WHEREAS, The grant and loan will be used to cover the estimate \$65,000,000 cost of the Districts Sludge Processing Improvement Project as approved in the 2025-2029 Albany County Capital Program, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to accept a \$25,000,000 grant and to access up to \$25,000,000 in interest-free financing from the Environmental Facilities Corporation regarding the Water Purification District's Sludge Processing Improvement Project, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES
112 STATE STREET SUITE 300
ALBANY, NEW YORK 12207
(518) 447-7324 - FAX (518) 447-7578
www.albanycountyny.gov

MOIRA E. MANNING
COMMISSIONER

NICOLE WARD
Deputy Commissioner

July 9, 2025

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

Dear Chairwoman Cunningham:

Enclosed is our Request for Legislative Action for permission to amend the 2025 Adopted Budget to increase funding for Healthy Families Program.

The budget of \$287,500 needs an increase to \$403,929 to be available for payments for what the remainder of the fiscal year needs are anticipated to be. The requested budget amendment to increase this account by \$116,429.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-2014.

Sincerely,

Moira Manning, LCSW-R
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6690, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment regarding the Healthy Families Program

Date: July 9, 2025
Department: Children, Youth and Families
Attending Meeting: Moira Manning, Commissioner
Submitted By: Scott McNelis
Title: Contract Administrator
Phone: 7306
Purpose of Request: Budget Amendment

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: 0
State: 100 Local: 0

County Budget Accounts:

Revenue Account and Line: AA6119 03400
Revenue Amount: \$116,429
Appropriation Account and Line: AA6119 44400
Appropriation Amount: \$116,429

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:	21-25
	2/10/25

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

See Attached

Department for Children, Youth and Families

Back Up Material for Budget Amendment for Healthy Families

The Department for Children, Youth and Families respectfully requests legislative authorization to amend the 2025 Adopted Budget for costs associated with the Healthy Families Program. The County received an increased amount of grant funding from New York State Office for Children and Family Services for this program.

Budget Account A6119.44400 is used to pay for costs associated with the Healthy Families Program. Currently, we have approximately \$287,500 available for payments for the remainder of the fiscal year and anticipate the needs to be \$403,929. The requested budget amendment to increase this account by \$116,429 will provide sufficient funding to cover months remaining in the County's fiscal year. This program is fully funded by the grant.

USE WHOLE NUMBERS ONLY

BUDGET LINE

DESCRIPTION

INCREASE

DECREASE

UNIT COST

DEPARTMENT NAME

FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	
				STATE POS. CODE	POSITION CONTROL

A9 6119 44400

Healthy Families

\$116,429

\$1,061,770

CYF

TOTAL APPROPRIATIONS

\$116,429

\$0

ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE

DESCRIPTION

DECREASE

INCREASE

UNIT COST

DEPARTMENT NAME

FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY	
				STATE POS. CODE	POSITION CONTROL

A3 6119 03406

Home Visiting Beginnings

\$116,429

\$992,401

CYF

TOTAL REVENUES

\$0

\$116,429

GRAND TOTAL

\$116,429

\$116,429

RESOLUTION NO. 21

AUTHORIZING AGREEMENTS REGARDING THE HEALTHY FAMILIES HOME VISITING PROGRAM

Introduced: 2/10/25

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the New York State Office of Children and Family Services regarding the Healthy Families Home Visiting Program in an amount not to exceed \$1,661,052 for a term commencing July 1, 2024 and ending June 30, 2025, and

WHEREAS, The Commissioner has also requested authorization to enter into an agreement with Parsons Child and Family Center regarding the Healthy Families Home Visiting Program in an amount not to exceed \$734,423 for a term commencing July 1, 2024 and ending June 30, 2025, and

WHEREAS, The Healthy Families Home Visiting Program will provide intensive home visits to pregnant women and new parents residing in designated areas, targeting those who require assistance in enhancing parenting skills and accessing family support, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Children and Family Services regarding the Healthy Families Home Visiting Program in an amount not to exceed \$1,661,052 for a term commencing July 1, 2024 and ending June 30, 2025, and, be it further

RESOLVED, That the County Executive is also authorized to enter into agreement with Parsons Child and Family Center, Albany, NY 12208 regarding the Healthy Families Home Visiting Program in an amount not to exceed \$734,423 for a term commencing July 1, 2024 and ending June 30, 2025, and, be it further

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

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

RESOLUTION NO. 292

AUTHORIZING AGREEMENTS REGARDING THE HEALTHY FAMILIES HOME VISITING PROGRAM AND AMENDING THE 2025 DEPARTMENT FOR CHILDREN, YOUTH AND FAMILIES BUDGET

Introduced: 8/11/25

By Social Services Committee:

WHEREAS, The Commissioner of the Department for Children, Youth and Families has requested authorization to enter into an agreement with the New York State Office of Children and Family Services regarding the Healthy Families Home Visiting Program in an amount not to exceed \$8,305,265 for a term commencing July 1, 2025 and ending June 30, 2030, and

WHEREAS, The Commissioner has also requested authorization to enter into an agreement with Parsons Child and Family Center regarding the Healthy Families Home Visiting Program in an amount not to exceed \$734,423 for a term commencing July 1, 2025 and ending June 30, 2026, and

WHEREAS, The Healthy Families Home Visiting Program will provide intensive home visits to pregnant women and new parents residing in designated areas, targeting those who require assistance in enhancing parenting skills and accessing family support, and

WHEREAS, The Commissioner has indicated that a budget amendment is necessary to incorporate \$116,429 of the aforementioned funding as it is an increase over the previously budgeted amount, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Office of Children and Family Services regarding the Healthy Families Home Visiting Program in an amount not to exceed \$8,305,265 for a term commencing July 1, 2025 and ending June 30, 2026, and, be it further

RESOLVED, That the County Executive is also authorized to enter into agreement with Parsons Child and Family Center, Albany, NY 12208 regarding the Healthy Families Home Visiting Program in an amount not to exceed \$734,423 for a term commencing July 1, 2025 and ending June 30, 2026, and, be it further

RESOLVED, By the Albany County Legislature that the 2025 Department for Children, Youth and Families Budget is amended as follows:

USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A9	6119	44400				Healthy Families	\$116,429		CYF
						TOTAL APPROPRIATIONS	\$116,429	\$0	
ESTIMATED REVENUES									
USE WHOLE NUMBERS ONLY									
BUDGET LINE					DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A3	6119	03406				Home Visiting Beginnings		\$116,429	CYF
						TOTAL REVENUES	\$0	\$116,429	
						GRAND TOTAL	\$116,429	\$116,429	

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF SOCIAL SERVICES
162 WASHINGTON AVENUE
ALBANY, NEW YORK 12210-2304
(518) 447-7300
WWW.ALBANYCOUNTY.COM

ERIN M. STACHEWICZ
COMMISSIONER

TYRELL L. GLADDEN
EXECUTIVE DEPUTY
COMMISSIONER

July 3, 2025

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

Dear Chairwoman Cunningham:

The Department of Social Services (DSS) respectfully requests legislative approval to renew a contract with Cornell Cooperative Extension of Albany County to assist in the provision of Home Energy Assistance Program (HEAP) outreach and certification services. HEAP aims to alleviate the financial burden of heating and related costs for low-income households.

HEAP is federally funded, and in New York State, overseen by the Office of Temporary and Disability Assistance (OTDA). DSS serves as the lead local agency responsible for HEAP and is encouraged by OTDA to maintain a local network and partner with a non-DSS site to share the responsibility of HEAP outreach and certification throughout Albany County. Cornell Cooperative Extension of Albany County meets these requirements.

Sincerely,

Erin M. Stachewicz
Commissioner

cc: Dennis A. Feeny, Majority Leader
Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Esq., Minority Counsel

Fiscal Impact: 20% Federal and 80% County - \$180,000 allocated under Fees for Service (A96010.44046.10000) in the Approved 2025 DSS Budget. Revenue Account/Line AA6010 04610 for \$35,200.



County of Albany

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

Legislation Text

File #: TMP-6657, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an Agreement with Cornell Cooperative Extension to Provide Services related to the Home Energy Assistance Program for Low-Income Residents of Albany County ..body

Date: 07/01/2025
Department: Social Services
Attending Meeting: Erin M. Stachewicz
Submitted By: Margaret Watson Skarlis
Title: Contract Administrator
Phone: 518-447-7583

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Cornell Cooperative Extension of Albany County
P.O. Box 497
24 Martin Road
Voorheesville, NY 12186

Term: (Start/end date or duration) 10/01/2025-09/30/2026
Amount/Raise Schedule/Fee: \$180,000

BUDGET INFORMATION:

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

Source of Funding - (Percentages)

Federal: 20% County: 80%
State: Enter text. Local: Enter text.

County Budget Accounts:

Revenue Account and Line: AA6010 04610
Revenue Amount: \$36,000.00
Appropriation Account and Line: AA6010 44046
Appropriation Amount: \$180,000.00

ADDITIONAL INFORMATION:

Mandated Program/Service:	Yes ☒ No ☐
If Mandated, Cite Authority:	18 NYCRR 393.3
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: 341 / 06.10.2024

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

The Home Energy Assistance Program (HEAP) is federally funded, and in New York State, overseen by the Office of Temporary and Disability Assistance (OTDA). HEAP aims to alleviate the financial burden of heating and related costs for low-income households throughout Albany County.

The Department of Social Services (DSS) serves as the lead local agency responsible for HEAP outreach, certification, and payment services, and is encouraged by OTDA to maintain a local network and partner with a non-DSS site to share the responsibility of HEAP outreach and certification. Therefore, DSS requests authorization to contract with Cornell Cooperative Extension of Albany County (CCE) to assist with the provision of HEAP outreach and certification services to residents throughout Albany County.

Please see document attached with 2024-25 program statistics to date, as well as specific tasks to be carried out by CCE for the 2025-26 contract term.

**HEAP Services Provided by Cornell Cooperative Extension (CCE)
During the 2024-2025 Contract Year to Date**

To date, for the 2024-25 program year, CCE has processed 1,937 HEAP applications, received nearly 4,000 HEAP-related phone calls and messages, and conducted off-site outreach events at twelve (12) different locations. CCE also assists in resolving outstanding issues with households that apply online or receive HEAP benefits automatically via an existing Supplemental Nutrition Assistance Program (SNAP) or Temporary Assistance (TA) case. To expand outreach efforts across the southern and more rural areas of Albany County, CCE held the first “Energy and Home Expo” at its Voorheesville office in late 2024. The Expo convened CCE and other home and energy-related programs to provide information and education for Albany County residents to address housing concerns and energy-saving measures. The Expo is expected to become an annual event to include more community partners over time.

**HEAP Services to be Provided by CCE
During the 2025-2026 Contract Year**

During the next contract period, CCE will:

- Bring the benefits of HEAP to eligible Albany County residents, particularly families, senior citizens, disabled individuals, and other vulnerable populations
- Receive applications via mail and in person
- Assist HEAP applicants (via phone and in person) by reviewing applications for accuracy and completion before forwarding to ACDSS for final review
- Schedule and participate in outreach events held throughout Albany County, including, but not limited to Albany, Cohoes, Colonie, Delmar, Ravena, Rensselaerville, Watervliet, and Westerlo
- Use the DSS website and social media to advertise HEAP guidelines, eligibility criteria, and any other pertinent information
- Remain open to the public during regular office hours at CCE’s principal and Albany offices
- Collaborate with other local agencies to maximize HEAP benefits for Albany County residents (e.g., Town of Bethlehem Senior Services, Capital Region BOCES, Cohoes Multi-Service Senior Center, Town of Colonie Senior Resources, Hilltown Resource Center, National Grid, RCS Community Library, and Town of Rensselaerville and Watervliet Senior Centers)
- Provide paid postage return envelopes to applicants who indicate their inability to purchase postage or mobility issues preventing them from visiting the CCE office in person
- Regularly monitor a locked drop box at CCE offices which enables applicants to securely drop off applications and other required documentation
- Conduct home visits for clients in emergency situations and/or those unable to visit the CCE office
- Work with the County’s home delivery meal providers to share informational HEAP flyers with their recipients
- CCE will also continue to identify new outreach locations

RESOLUTION NO. 341**AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE
EXTENSION REGARDING THE HOME ENERGY ASSISTANCE PROGRAM**

Introduced: 6/10/24

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with Cornell Cooperative Extension regarding the Home Energy Assistance Program (HEAP) in an amount not to exceed \$180,000 for a term commencing October 1, 2024 and ending September 30, 2025, and

WHEREAS, The Commissioner has indicated that Cornell Cooperative Extension will provide outreach and certification services to assist eligible low-income households, especially elderly and disabled individuals, in meeting the costs of home energy, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension, Voorheesville, NY 12186 regarding HEAP in an amount not to exceed \$180,000 for a term commencing October 1, 2024 and ending September 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 Cornell Cooperative Extension and County Officials.

Adopted by unanimous vote – 6/10/24

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 10th day of June, 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 11th day of June, 2024.

A handwritten signature in cursive script, reading "Nicole Chambers", written over a horizontal line.

Clerk, Albany County Legislature

**SERVICE AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
CORNELL COOPERATIVE EXTENSION OF ALBANY COUNTY
FOR
HOME ENERGY ASSISTANCE PROGRAM
OUTREACH, CERTIFICATION AND EDUCATION SERVICES**

RESOLUTION NO. 341, ADOPTED 6/10/2024

This is an Agreement between the County of Albany, a municipal Corporation, (hereinafter referred to as the "County"), acting through the Albany County Department of Social Services (hereinafter referred to as "DSS"), Albany County Office Building, 112 State Street, Albany, New York 12207 and the Cornell Cooperative Extension of Albany County with principle offices located at 24 Martin Road, Voorheesville, New York 12186 (hereinafter referred to as the "Provider") regarding the Home Energy Assistance Program (hereinafter referred to as "HEAP").

WITNESSETH:

WHEREAS the County requires a service Agreement with a qualified provider to comply with the Social Services Law of the State of New York and the rules and regulations of Title 18 NYCRR, specifically that the County of Albany shall provide for a comprehensive program of assistance and care to supply the basic needs of those eligible individuals living within the County who qualify for such assistance and care (hereinafter referred to as the "Service"), and

WHEREAS the Provider in consultation with the County has agreed to provide HEAP services for specified and agreed to fees as stated in Article X of this Agreement, and

WHEREAS the County has accepted the offer of the Provider to provide HEAP services, and

WHEREAS, the County has authorized support and maintenance of county extension work under County Law Section 224 (8), and

WHEREAS, the Provider is the designated agent of Cornell University under Section 224 (8) to provide the extension service required locally, and

WHEREAS, the Provider will provide under this agreement connection to the Cornell University Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the Land-Grant University system, and those subjects pertaining to Agriculture and Life Sciences and Human Ecology directly to the residents of Albany County that are covered in the above colleges and universities, and

WHEREAS, Provider will supervise and empower staff associated with this agreement to connect with and align themselves with the set forth plans of work of the State and National Land-Grant and Cooperative Extension systems to further the improvement of Albany County's residents knowledge and practices, and

WHEREAS, Provider has satisfactorily demonstrated that it has the experience and expertise through its connection to the Cornell Colleges of Agriculture and Life Sciences and the College of Human Ecology along with the integration of the nationwide connection to the Land-Grant University system necessary to provide such services, and

WHEREAS, Provider, under the general supervision of Cornell University as agent for the State of New York, and Albany County Department of Social Services have developed an understanding which will provide for professional educational services in exchange for financial resources from the County for the purpose of application assistance and educational programming and referral to Extension's educational and training opportunities for the stated outreach services in Albany County within the mission of Cooperative Extension.

NOW, THEREFORE, the parties hereto do mutually covenant and agree as follows:

ARTICLE I. SERVICES TO BE PERFORMED BY PROVIDER

The Provider, either directly or through an authorized representative approved by DSS, shall provide all educational services set forth and specifically defined in Exhibit 1 entitled "SCOPE OF SERVICES."

If the Provider is of the opinion that any work the Provider has been directed to perform is beyond the scope of this Agreement and constitutes Extra Work, the Provider 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 Provider on a negotiated basis.

The County invests in this Agreement in order to maximize the effectiveness of HEAP for low income residents of Albany County. Ideally, all eligible HEAP customers will become aware of and apply for HEAP. In particular the County (as investor) seeks a partnership with the provider (as implementer) that will:

1. Maximize the number of people who are specifically aware of the available benefits of HEAP so as more who qualify will apply for this benefit.
2. Maximize the number and percent of eligible applicants and therefore reduce the number of applicants who are potentially denied a benefit, thereby freeing staff time and resources to process benefits for eligible applicants more quickly.
3. Maximize customer service and satisfaction by taking complete, accurate applications so that extensive follow-up is not necessary and track applications carefully to minimize duplicate applications.
4. Monitor and provide timely response to Albany County Energy Hotline telephone messages via Outlook Web Access.
5. Provide educational materials, programs, trainings and support to applicants and their families with regard to household energy conservation, basic household budgeting and resource management, and other life skill training opportunities.
6. Provide referrals and enrollment to other educational programs that provide supports to limited income residents i.e. Weatherization, SNAP Ed, EFNEP, Lead Certification Training, Financial Management, Emergency Preparedness, Strengthening Families Program, etc.

7. Distribute educational resources and enrollment information through Cornell Cooperative Extension (provider) newsletters and website, and through various direct and indirect educational programming.
8. Track participation in all outreach and educational activities offered.

In order to maximize the likelihood of achieving the County's desired outcomes as well as the effectiveness of the Provider's overall HEAP services, the provider agrees to review all HEAP applications presented either by mail or in person.

ARTICLE II. GENERAL PROVISIONS

DSS will provide the Provider with the name, address, telephone and FAX numbers of the principal DSS contact for the submission of printed materials, logs, reports and any other materials requiring DSS approval before the beginning of the HEAP season. DSS will communicate any changes in this information to the Provider promptly.

DSS will provide the Provider with the name(s), location(s), telephone and FAX numbers of DSS contact(s) for the submission of applications. DSS will communicate any changes in this information to the Provider promptly.

As part of this Agreement, and especially including conditions of payment for services provided:

1. Only applications which meet the following criteria shall be considered complete and accurate:
 - application forms and budget worksheets are completed fully and accurately
 - mathematical computations are calculated and displayed
 - presumptive eligibility determinations – including the primary reason for ineligibility – are clearly indicated
 - all required documentation – including legible photocopies as appropriate – are attached

ARTICLE III. CONFIDENTIALITY REQUIREMENTS

The Provider shall observe all applicable Federal and State requirements relating to confidentiality of records and information, and shall not allow the examination of records or disclose information, except as may be necessary by the County to assure that the purpose of the Agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law. Further, to the extent it may be applicable, the Provider herein agrees to abide by the terms and conditions of Appendix "A" attached hereto and made a part hereof regarding the Healthcare Insurance Portability and Accountability Act of 1996.

ARTICLE IV. INFORMATION ACCESS

The Provider agrees to provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, upon request. The Provider agrees to retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County, State, and/or Federal personnel, and/or to any person(s) duly authorized by any of them during such period.

The County and the State reserve the right to conduct on-site evaluations of the services provided under this Agreement, and shall be afforded full access by the Provider to the grounds, buildings, books, papers, employees and recipients relating to such service provision, and may require from the officers and persons in charge thereof any information deemed necessary to such an evaluation.

All technical or other data relative to the work pertaining to this Agreement in the possession of the County or in the possession of the Provider shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE V. COOPERATION

The Provider shall cooperate with representatives, agents and employees of the County and the County shall cooperate with the Provider, its representatives, agents and employees to facilitate the economic and expeditious provision of services under this Agreement.

ARTICLE VI. FAIR HEARING

The Provider shall establish a system through which applicants/recipients may present grievances about the operation of the service program. The Provider shall advise applicants/recipients of this right and also of their right to appeal.

The County shall notify applicants/recipients of their right to a fair hearing to appeal the denial, reduction or termination of a service, or failure to act upon a request for services with reasonable promptness.

The Provider, upon the request of the County, shall participate in appeals and fair hearings as witnesses when necessary for a determination of the issues.

ARTICLE VII. RELATIONSHIP

The Provider is, and will function as, an independent contractor under the terms of this Agreement and shall not be considered an agent or employee of the County of Albany or the State of New York for any purpose, and the employees and representatives of the Provider shall not in any manner be, or be held to be, agents or employees of the County or the State.

ARTICLE VIII. SCHEDULE

The Provider shall complete all work in a timely manner to protect the interests and rights of the County to the fullest extent reasonably possible. The Provider agrees to notify the Department in writing, within three (3) days of occurrence, of any problem(s) which may threaten performance of the provisions of this Agreement, and shall submit therewith recommendations for solution(s).

ARTICLE IX. ACCOUNTING RECORDS

Proper and full accounting records shall be maintained by the Provider, which records shall clearly identify the costs of the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County and the State for a period of six (6) years following the date of final payment by the County to the Provider for the performance of the work contemplated herein.

ARTICLE XIII. INSURANCE

The Provider agrees to procure and maintain without additional expense to the County, insurance of the kinds and in the amounts provided under Schedule A attached hereto and made a part hereof. Before commencing services under this Agreement, the Provider shall furnish to the County, a certificate(s) showing that the requirements of this Article are met and the certificate(s) shall provide that the policy shall not be changed or canceled until thirty (30) days prior written notice has been given to the County, and the County of Albany is named as an additional insured.

The Provider shall provide to the County documentation and proof that automobile insurance coverage has been obtained and will continue to exist during the term of this Agreement that will hold the County harmless from any and all liability incurred for the use of a motor vehicle to transport individuals in conjunction with or for the purpose of providing the services described in this agreement or shall instead fill out, sign and execute the Automobile Insurance Waiver in Schedule B attached hereto and made a part hereof.

ARTICLE XIV. ASSIGNMENTS

The Provider specifically agrees as required by Section 109 of the New York General Municipal Law that the Provider is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement, or of the Provider's right, title or interest therein, without the previous written consent of the County.

The Provider or its employees will provide all activities required to be performed by it under this Agreement. The Provider shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

ARTICLE XV. CONFLICT OF INTEREST

The Provider hereby warrants that it has no conflict of interest with respect to the activities to be performed hereunder. If any conflict or potential conflict of interest arises in the future, the Provider shall promptly notify the County.

ARTICLE XVI. NON-DISCRIMINATION

In accordance with Article 15 of N.Y. Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Provider agrees that neither it nor any of its County approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, marital status, or disability, refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE XVII. SUSPENSION AND DEBARMENT

The Provider certifies that its company/entity and any person associated therewith in the capacity of independent contractor, not-for-profit provider, for profit provider, owner, director, officer, or major stockholder (5% or more ownership):

- a. is not currently under suspension, debarment, voluntary exclusion, or determined ineligible by any federal agency;
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- c. does not have a proposed debarment pending; and
- d. has not been indicted, convicted, nor had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

ARTICLE XVIII. GOVERNING LAWS

This Agreement shall be governed by and construed according to the Laws of the State of New York and any or all legal proceedings or actions shall be brought in a county, state, federal or local Court or other tribunal in the County of Albany.

ARTICLE XIX. TERM OF AGREEMENT

The term of this Agreement shall commence on October 1, 2024 and will continue in effect through September 30, 2025. It is agreed by the Provider that performance outside the scope of this Agreement will not be paid for by the Department or the County.

ARTICLE XX. TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon mutual written agreement of the contracting parties.

This Agreement may be terminated if the Department deems that termination would be in the best interests of the County, provided that the Department shall give written notice to the Provider not less than thirty (30) days prior to the date upon which termination shall become effective. Such notice is to be made via registered or certified mail return receipt requested or hand delivered to the last known address of the Provider. The date of such notice shall be deemed to be the date the notice is received by the Provider established by the receipt returned, if delivered by registered or certified mail, or by an affidavit of the person delivering the notice to the Provider, if the notice is delivered by hand.

Upon the County's knowledge of a breach of this Agreement by the Provider, the County may terminate the Agreement if it determines that such a breach violated a material term of this Agreement. Notwithstanding that, the County may provide an opportunity for the Provider to cure the breach within a time set by the County and, if cure is not possible or does not occur within the time limit, immediately terminate the Agreement without penalty.

This Agreement shall be deemed terminated immediately upon the filing of a petition of bankruptcy or insolvency, by or against the Provider. Such termination shall be immediate and complete, without termination costs or further obligation by the Department to the Provider.

This Agreement shall be deemed terminated immediately should Federal and/or State funds for this Agreement become unavailable.

In the event of termination for any reason, the Provider shall not incur new obligations for the terminated portion and the Provider shall cancel as many outstanding obligations as possible.

Any violation by the Provider of any of the terms of this Agreement may result in the County's decision at its sole discretion, to immediately terminate this Agreement.

ARTICLE XXI. REMEDY FOR BREACH

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

ARTICLE XXII. FEDERAL LOBBYING

The Federal Lobbying Act states that no Federal appropriated funds may be spent by the recipient of a Federal grant, or a sub tier contractor or sub grantee, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency or a Member of Congress in connection with any of the following covered Federal actions: the awarding of a Federal contract, or the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds or other Federal appropriated funds have been or will be expended by the Provider to pay any person for influencing any Federal officer, employee or Member of Congress described above in connection with such Federal grant the Provider agrees to make a written disclosure on the appropriate specified disclosure form.

The parties hereunto represent that they have not committed or authorized, nor will they commit or authorize the commission of any act in violation of the Federal Lobbying Act.

ARTICLE XXIII. MACBRIDE PRINCIPLES

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

ARTICLE XXIV. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Provider (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI) (as defined in 45 CFR § 164.501) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The Provider shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies,

procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth on Appendix A attached hereto and made a part hereof.

ARTICLE XXV. LICENSES

The provider shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE XXVI. INVALID PROVISIONS

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

ARTICLE XXVII. MODIFICATION

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

ARTICLE XXVIII. NOTICE

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission, at the addresses for and the representatives of the parties shown below:

Name: Valerie Lucas; Department: Energy/Nutrition; 162 Washington Ave. Albany, NY 12210

ARTICLE XXVIX. IRANIAN ENERGY SECTOR DIVESTMENT

The provider hereby represents that the Provider is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment," in that the Provider has not:

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE XXX. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE XXXI. ADDITIONAL ASSURANCES

The Provider agrees that no part of any submitted claim will have previously been paid by the County, State, and/or other funding sources.

The Provider agrees that funds received from other sources for specific services already paid for by the County shall be reimbursed to the County.

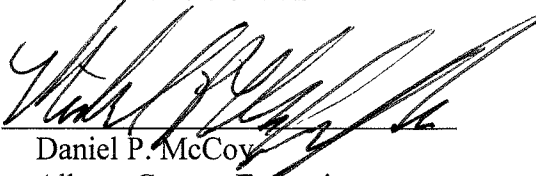
The Provider agrees to comply with all applicable State and Federal statutes and regulations.

The Provider agrees to comply with the requirements of the Federal Lobbying Act and the Drug-Free Workplace Act of 1988 and has signed the certifications contained in Schedules C and D, which are attached hereto and made a part thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year indicated below.

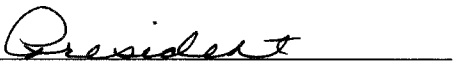
ALBANY COUNTY

DATE: 9/5/24

BY: 
 Daniel P. McCoy
 Albany County Executive
 or
 Michael P. McLaughlin
 Deputy County Executive

CORNELL COOPERATIVE EXTENSION

DATE: 08/28/24

BY: 
 Signature

 Title

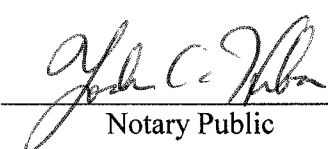
STATE OF NEW YORK)
COUNTY OF ALBANY) SS:

On the _____ day of _____, 2024, 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 5th day of September, 2024, before me, the undersigned, personally appeared Michael P. McLaughlin, 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.

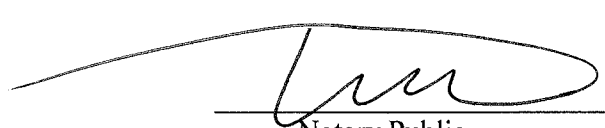


Notary Public

YORDEN C. HUBAN
Notary Public, State Of New York
No. 02H15028965
Qualified in Albany County
Commission Expires August 9, 20 25

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

On the 28 day of August, 2024, before me, the undersigned, personally appeared Carolyn J. Anderson, 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

TERESA ANNE TYMCHYN
Notary Public, State of New York
No. 01TY6358303
Qualified in Schoenectady County
Commission Expires May 8, 20 25

SCHEDULE A

INSURANCE COVERAGE

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

1. **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
2. **Automobile Liability Insurance:** A policy or policies with the limits of not less than \$500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles, and with the limits of \$500,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobiles.
3. **General Liability Insurance:** A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

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

4. **Errors and Omissions Insurance:** A policy or policies of insurance with limits of not less than \$1,000,000.

SCHEDULE B

AUTOMOBILE INSURANCE WAIVER STATEMENT

I, Carolyn Anderson, do hereby affirm that during the term of Albany County's contract with Cornell Cooperative Extension of Albany County, for the provision of HEAP Outreach, Certification and Education Services, a motor vehicle will not be used to transport individuals in conjunction with or for the purpose of providing the agreed to services.

Date: 08/28/24 By: Carolyn J Anderson
Signature

President
Title

SCHEDULE C

CERTIFICATION REGARDING DRUG FREE WORKPLACE REQUIREMENTS GRANTEES OTHER THAN INDIVIDUALS

This certification is required by regulations implementing Sections 5151-5160 of the Drug-free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) 7 CFR Part 3017, Subpart F, Section 3017.600 and 45 CFR Part 76, Subpart F. The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (Page 21681-21691).

The grantee certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a), that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to the employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Cornell Cooperative Extension of Albany County
Organization

Carolyn J. Anderson
Authorized Signature

President Title 08/28/24 Date

SCHEDULE D

Certification Regarding Lobbying Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into or any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

Cornell Cooperative Extension of Albany County
Organization

Carolyn J. Anderson
Authorized Signature

President 08/28/24
Title Date

Note: If Disclosure Forms are required, please contact: Mr. William Saxton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001.

EXHIBIT 1

SCOPE OF SERVICES

The Provider shall maintain at least one main office that is open standard business hours and shall notify DSS within 30 minutes of any unscheduled closings (such as early closings because of inclement weather). The holidays shall be the same as those observed by DSS and therefore county government.

1. A messaging system shall be available 24 hours/day, 7 days a week to accommodate HEAP inquiries when the office is closed or personnel are otherwise unavailable to receive telephone calls.
2. At a minimum, the office space shall: accommodate handicapped customers, provide appropriate restroom facilities, provide adequate lighting and furniture, and provide for a private, confidential interview.

As part of comprehensive programming and outreach in the area of family and consumer sciences, including financial education, nutrition education and household energy conservation to instruct and support residents of Albany County the Provider shall provide HEAP outreach certification and educational services in Albany County. In addition, these same services shall be provided to any resident of the County eligible to apply by mail.

The Provider shall assume responsibility for the performance of outreach activities in connection with HEAP consistent with the New York State Plan and federal regulations. The conduct of said outreach services shall be designed to ensure that eligible households, especially households with vulnerable populations, are made aware of the assistance available under HEAP.

1. The Provider shall publicize the availability of HEAP.
2. The Provider shall develop informational materials regarding HEAP eligibility criteria, documentation requirements, office location, hours of operation and telephone number. The Provider shall disseminate these materials to the public from community centers, service organizations, businesses and other sites, which the Provider may deem appropriate. All printed materials shall be submitted to DSS for review and approval at least 30 days prior to their dissemination. DSS will notify the Provider regarding approval or a request for revision within 10 days of receipt.
3. The Provider shall make presentations designed to educate the public about the availability of HEAP at a minimum of 10 community forums during the HEAP season.
4. The Provider shall schedule and conduct "HEAP Outreach Days" at satellite sites during the HEAP season. The purpose of these sessions shall be to market the HEAP program and encourage applications from low-income households. The Provider shall provide a schedule of the dates and locations of these "HEAP Outreach Days" to DSS at least 30 days in advance.
5. Outreach shall be targeted to HEAP-eligible residents. HEAP-eligible households include, (but are not necessarily limited to): low-income homeowners, renters (both publicly subsidized and private) who pay for heat separately from their rent, and private, non-subsidized renters whose rent includes heat.

6. The Provider shall invite telephone inquiries and respond to them directly, minimizing telephone referrals to DSS.

The Provider shall assume responsibility for verifying eligible low-income households pertaining to HEAP in accordance with the State Plan, DSS directives, state-issued policies and operating manuals.

1. The Provider shall ensure that HEAP applications are readily available and shall provide appropriate instructions for persons requesting applications.
2. The Provider shall review the HEAP "Application Rights Form" with the customer during each application interview.
3. The Provider shall conduct home visits for disabled/homebound residents. Home visits shall take place within 18 hours of notification for disabled/homebound residents with emergencies.
4. The Provider shall monitor their application database to ensure that only one application per household is submitted within a 30-day period.

The Provider shall comply with DSS directives, including, but not limited to directives pertaining to the provision of assistance or referral services to eligible households in cases of emergencies.

The Provider shall submit applications to DSS according to the following schedule:

1. All completed applications (including application denied due to the household not meeting the eligibility guidelines) shall be submitted to DSS within 15 calendar days after the date of application.

The Provider shall assist DSS in an ongoing review and monitoring of HEAP, including the timely reporting to the New York State Office of Temporary and Disability Assistance with any information and reports necessary for the proper and efficient administration and evaluation of HEAP.

1. The Provider shall maintain spreadsheets of outreach efforts initiated and applications received. Copies of these spreadsheets shall be submitted to DSS on a weekly basis throughout the HEAP season.

The Provider shall require that their personnel who will provide HEAP outreach and/or certification services attend a training session of not more than one full day which will be scheduled prior to the start-up of the HEAP program. DSS will notify the Provider of the date, time, and location of this training.

The provider agrees to integrate evolving technological enhancements into the application and communication process. Such enhancements may be related to the NYS Welfare Management System (WMS) or MS Office based technology and online application process.

Albany County Department of Social Services uses a central phone line (518-447-7323) with a voice-mail phone tree for callers seeking answers to questions related to and/or resolution of fuel/utility issues and emergencies. The Provider will be responsible for removing voicemail messages from Albany County's phone line via webmail internet access. The Provider will attempt to resolve the caller's question or concern via their access to fuel/utility vendors and the Welfare Management System. When possible, Provider will return the call within a two-day time

frame. For those instances in which DSS attention is needed for resolution, Provider will alert DSS staff by e-mail, fax or telephone, depending on the urgency of the situation. DSS staff will work together with Provider staff to resolve the issue and decide, on a case by case basis, who will handle the follow-up communication with the caller.

The Provider shall provide program delivery services set forth in the Home Energy Assistance Program (HEAP) Outreach and Certification Services, specifically providing a comprehensive program to assist limited resource county residents to become aware of and apply for HEAP benefits. Provider will also provide educational support to assist these limited resource families with no cost/low cost energy conservation tips, information regarding household hazards and safety (i.e. carbon monoxide), basic financial literacy as it applies to household budgeting and resource management (i.e. paying their energy bills etc.). Provider will also be responsible for guidance and referrals to educational programs within the Cornell Cooperative Extension Albany County system as well as other community supports such as but not limited to: Eat Smart New York-SNAP Ed., emergency preparedness, weatherization, 4-H, etc. Additionally, educational resources and information will be distributed directly to clients as well as through Provider newsletters, website and direct and indirect educational programming efforts.

APPENDIX A

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the Provider herein shall be considered a “Business Associate.” The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. “Business Associate” – under the terms of this Agreement, the term “Business Associate” shall mean Cornell Cooperative Extension of Albany County.
2. “Covered Entity” – for purposes of this Agreement, the term “Covered Entity” shall mean the County and/or the Department.
3. “Individual” – under the terms of this Agreement, the term “Individual” shall have the same meaning as the term “individual” in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).
4. “Privacy Rule” – shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
5. “Protected Health Information” - shall have the same meaning as the term “protected health information” in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.
6. “Required by Law” – shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
7. “Secretary” – shall mean the Secretary of the Department of Health and Human Services or his/her Designee.
8. “Subcontractor” – shall have the same meaning as the term “subcontractor” in 45 CFR Section 160.103.

B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required By Law.
2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).
3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of

Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.
5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.
6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.
7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity, available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.
10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.
11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures

of the Covered Entity, as well as the applicable provisions of the New York State Social Service and/or Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (e)(2)(i)(B).
4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).
6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Social Service and/or Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required By Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY'S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be October 1, 2024 - September 30, 2025. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.
2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:
 - (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,
 - (b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or
 - (c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.
2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. **Regulatory References** – A reference in this Agreement to a section in the Privacy Rule or in the Social Service and/or Mental Hygiene Law means the section as in effect or as amended.
2. **Amendment** – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
3. **Survival** – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.
4. **Interpretation** – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.
5. **Incorporation in the Agreement** – The terms of this Appendix “A” are hereby incorporated into the Agreement between the parties hereto.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER P.W. Wood & Son, Inc. 2333 N Triphammer Road Suite 501 Ithaca NY 14850	CONTACT NAME: Jamie A. Ferris PHONE (A/C, No, Ext): 607-266-3303 E-MAIL ADDRESS: ccecontracts@thewoodoffice.com FAX (A/C, No): 607-266-9663
INSURED Cornell Cooperative Extension Albany County 24 Martin Rd. Voorheesville NY 12186-9699	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's, Lond INSURER B: Philadelphia Indemnity Ins Co INSURER C: Twin City Fire Ins. Co INSURER D: INSURER E: INSURER F:

License#: PC614566
CORNCOO-01**COVERAGES****CERTIFICATE NUMBER:** 383318703**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y		PHPK2684979	5/24/2024	5/24/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSIVE CONDUCT OCC \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		PHPK2684979	5/24/2024	5/24/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB911140	5/24/2024	5/24/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	01 WE AV5GA0	1/1/2024	1/1/2025	☒ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A B	CYBER LIABILITY PROFESSIONAL LIABILITY ABUSIVE CONDUCT			W31559240301 PHPK2684979	1/25/2024 5/24/2024	1/25/2025 5/24/2025	AGGREGATE 2,000,000 AGGREGATE 3,000,000 OCCURENCE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Home Energy Assistance Program Outreach, Certification and Education Services. 10/1/2024 - 9/30/2025.

County of Albany is an additional insured if required by written contract, per endorsement number PI-GLD-HS NY (10/11).

CERTIFICATE HOLDER**CANCELLATION**County of Albany
Department of Social Services
112 State Street
Albany NY 12207

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

It is our stated intention that the various endorsements, coverage parts or policy issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage for the same claim or "suit." If this endorsement and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same claim, "suit," or medical expenses, we shall not be liable under this endorsement for a greater proportion of the total loss for that claim than this endorsement's applicable Limit of Insurance bears to the total applicable Limits of Insurance under all such endorsements, coverage parts or policies.

This condition does not apply to any excess or umbrella policy issued by us specifically to apply as excess insurance over the underlying Commercial General Liability policy.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	3
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	5
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7

Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	9
Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph a. is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph b. **Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection 2. **Exclusions**, Paragraph g. (2) is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 58 feet long; and
 - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Subsection **2. Exclusions**, Paragraph j. **Damage to Property**, Item (1) is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

- 1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

- 2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph b. **Excess Insurance**, (1) (a) (ii) is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or

- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph 1. **Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a "violation(s)" of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any "suit," "investigation," or "civil proceeding" seeking these damages. However, we will have no duty to defend the insured against any "suit" seeking damages, "investigation," or "civil proceeding" to which this insurance does not apply.

2. Paragraph 2. **Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate "violation(s)" by any insured.

- b. **Criminal Acts**

Any "violation" which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. "Civil proceeding" means an action by the Department of Health and Human Services (HHS) arising out of "violations."

- b. "Investigation" means an examination of an actual or alleged "violation(s)" by HHS. However, "investigation" does not include a Compliance Review.
- c. "Violation" means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
 - a. \$20,000; or
 - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
 - (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:
 1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.d. is deleted in its entirety and replaced by the following:
 1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Key and Lock Replacement – Janitorial Services Client Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B is amended to include the following:

We will pay for the cost to replace keys and locks at the "clients" premises due to theft or other loss to keys entrusted to you by your "client," up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, "employees", "managers", directors, trustees, authorized representatives or any one to whom you entrust the keys of a "client" for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

K. Additional Insureds

SECTION II – WHO IS AN INSURED is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this Coverage Part, Paragraph 3.a. is deleted in its entirety and replaced by the following:
 - a. Coverage under this provision is afforded until the end of the policy period.
- 2. Each of the following is also an insured:

- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
- b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
 - (1) Their financial control of you; or
 - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. **Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
 - (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. **Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:
 - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- m. **State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

L. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

M. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

N. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

O. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

P. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, for damages resulting from injury for which the insured is liable solely due to either disparate impact or vicarious liability. Personal and advertising injury does not mean discrimination:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;
- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) CORNELL COOPERATIVE EXTENSION ASSOCIATIONS OF NYS ALBANY COUNTY 24 MARTIN RD VOORHEESVILLE, NY 12186-9699 Work Location of Insured <i>(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 518-765-3500 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 14-6036881
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Albany Department of Social Services 112 State Street Albany, NY, 12207	3a. Name of Insurance Carrier TWIN CITY FIRE INSURANCE CO 3b. Policy Number of Entity Listed in Box "1a" 01 WE AV5GA0 3c. Policy effective period <u>1/1/2024</u> to <u>1/1/2025</u> 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: ERIN M. SHOEMAKER
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Erin Shoemaker*
(Signature) (Date)

Title: ACCOUNT EXECUTIVE 8/22/2024

Telephone Number of authorized representative or licensed agent of insurance carrier: 607-266-3303

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

RESOLUTION NO. 293

**AUTHORIZING AN AGREEMENT WITH CORNELL COOPERATIVE
EXTENSION REGARDING THE HOME ENERGY ASSISTANCE PROGRAM**

Introduced: 8/11/25

By Social Services Committee:

WHEREAS, The Commissioner of the Department of Social Services has requested authorization to enter into an agreement with Cornell Cooperative Extension regarding the Home Energy Assistance Program (HEAP) in an amount not to exceed \$180,000 for a term commencing October 1, 2025 and ending September 30, 2026, and

WHEREAS, The Commissioner has indicated that Cornell Cooperative Extension will provide outreach and certification services to assist eligible low-income households, especially elderly and disabled individuals, in meeting the costs of home energy, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Cornell Cooperative Extension, Voorheesville, NY 12186 regarding HEAP in an amount not to exceed \$180,000 for a term commencing October 1, 2025 and ending September 30, 2026, 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 Cornell Cooperative Extension and County Officials.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

July 9, 2025

Honorable Joanne Cunningham, Chairperson
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: Request for public hearing on annual Agricultural District additions

Dear Chairperson Cunningham,

Please find enclosed a Request for Legislative Action to be considered at the July 2025 Conservation, Sustainability and Green Initiatives Committee meeting.

In accordance with NYS Agriculture and Markets Law, following the public hearing held on May 27, 2025, the proposed additions to Albany County Agricultural Districts must be approved by the County Legislature. If you have any questions, please feel free to contact me at 518-487-5291.

Sincerely,

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6689, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Approval of modifications to Agricultural Districts

Date: 7/9/2025
Department: Real Property
Attending Meeting: Michael McGuire
Submitted By: Michael McGuire
Title: Director
Phone: 518-487-5292

Purpose of Request: Approval of Plan/Procedure 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: 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: NYS Ag and Markets Law §25AA
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: 462 of 2024

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

In accordance with NYS Agriculture and Markets Law, following the public hearing held on May 27, 2025, the proposed additions to Albany County Agricultural Districts must be approved by the County Legislature.



Recommendations of the Albany County Agricultural and Farmland Protection Board Annual Agricultural District Review 2025

Prepared by Michael McGuire – Albany County Real Property Tax Service Agency March 2025

Pursuant to Article 25-AA section 303-b of NYS Agricultural and Markets law, the Albany County Legislature established an annual review period beginning on February 1 during which property owners may apply to add land to any of the County's three Agricultural Districts. On behalf of the County Legislature, the County Soil and Water Conservation District conducted a review of all landowner applications for inclusion in a District. The findings of this review, which relied on information provided by the landowner, analysis of aerial photos, and in some cases, a field assessment of the subject parcels, have been reviewed by the Agricultural and Farmland Protection Board. Based on this review the following report and recommendations are submitted for consideration by the County Legislature.

A total of twelve (12) parcels were submitted for consideration to be included in the Albany County Agricultural Districts during the 30-day annual review period beginning February 1, 2025. Of the parcels submitted, eleven (11) parcels were found to be consistent with the intent of agricultural districting and are recommended for inclusion in the appropriate Agricultural District.

Town	Parcel	# of Acres	Ag District	Recommendation of AFBP	Principal Enterprise
Berne	81.-1-22.100	71.77	1	ADD	Livestock
Rensselaerville	180.-1-10	137.7	2	ADD	Livestock
Bethlehem	121.04-1-16.1	68.09	3	ADD	Hay
Bethlehem	122.00-1-2.11	22.3	3	ADD	Hay
Bethlehem	121.00-3-8.1	122	3	ADD	Hay
Bethlehem	122.00-1-1.11	8.27	3	ADD	Hay
Bethlehem	109.00-3-9	59.4	3	ADD	Hay
Bethlehem	109.00-1-33.1	11.5	3	ADD	Hay
Bethlehem	109.00-3-10	32.9	3	ADD	Hay
Bethlehem	109.00-1-31	11.5	3	ADD	Hay
Bethlehem	109.00-3-4.1	37.69	3	ADD	Hay
Cohoes	10.17-1-3	10.2	3	DENY	Christmas Trees
Total Acres Added		583.12			

Tom DellaRocco – Chairman / Mike Zakens / Michael McGuire / Harold E. Hahn / Tom Gallagher / Gary Kleppel /
John O'Pezio / Matthew Miller / Erin Bradt / Edward Kleinke

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Name of Action or Project: Annual review of proposed additions to Albany County Agricultural Districts							
Project Location (describe, and attach a location map): Albany County Agricultural Districts #1, #2, #3							
Brief Description of Proposed Action: Pursuant to Article 25-AA section 303-b of NYS Agricultural and Markets law, the Albany County Legislature established an annual review period beginning on February 1 during which property owners may apply to add land to any of the County's three Agricultural Districts. A total of eleven (11) parcels totaling 583.12 acres are recommended for inclusion in the appropriate Agricultural District. This action would modify the Albany County Agricultural District boundaries to include the subject parcels (see attached narrative and map).							
Name of Applicant or Sponsor: Albany County Legislature		Telephone: 518-447-7163					
		E-Mail:					
Address: 112 State St, Room 710							
City/PO: Albany		State: NY	Zip Code: 12207				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">NO</td> <td style="text-align: center;">YES</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> </table>	NO	YES	☐	☐
NO	YES						
☐	☐						
3. a. Total acreage of the site of the proposed action? _____ acres b. Total acreage to be physically disturbed? _____ acres c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, are adjoining or near the proposed action: ☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☐	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☐	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☐	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☐	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☐	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☐	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☐	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☐	YES ☐
16. Is the project site located in the 100-year flood plan?	NO ☐	YES ☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO ☐	YES ☐
a. Will storm water discharges flow to adjacent properties?	☐	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	☐	☐

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment: _____	NO ☐	YES ☐

49. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO ☐	YES ☐

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO ☐	YES ☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Hon. Joanne Cunningham</u> _____ Date: _____ Signature: _____ Title: _____		

Project:

Date:

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept “Have my responses been reasonable considering the scale and context of the proposed action?”

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☒	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☒	☐
3. Will the proposed action impair the character or quality of the existing community?	☒	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☒	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☒	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☒	☐
7. Will the proposed action impact existing:	☒	☐
a. public / private water supplies?	☒	☐
b. public / private wastewater treatment utilities?	☒	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☒	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☒	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☒	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☒	☐

Project:

Date:

Short Environmental Assessment Form

Part 3 Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur”, or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

The proposed modification to Albany County Agricultural Districts will result in an additional 583.12 acres included within the district boundary. The findings of this review relied on information provided by the landowner, analysis of aerial photos, and in some cases, a field assessment of the subject parcels and review by the Albany County Agricultural and Farmland Protection Board. The recommended additions below were found to be consistent with the intent of agricultural districting as described in NYS Agriculture and Markets Law 25AA and compatible with the goals and objectives of the Agricultural Districts Law. Based on the information and analysis conducted, the modification of the agricultural district boundary was found not to have any significant adverse environmental impacts.

Berne 81.-1-22.100
 Rensselaerville 180.-1-10
 Bethlehem 121.04-1-16.1
 Bethlehem 122.00-1-2.11
 Bethlehem 121.00-3-8.1
 Bethlehem 122.00-1-1.11
 Bethlehem 109.00-3-9
 Bethlehem 109.00-1-33.1
 Bethlehem 109.00-3-10
 Bethlehem 109.00-1-31
 Bethlehem 109.00-3-4.1

- ☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.
- ☒ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Albany County Legislature

Name of Lead Agency

Hon. Joanne Cunningham

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date

Chairwoman

Title of Responsible Officer

Michael McGuire

Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION NO. 462

ADOPTING THE PROPOSED MODIFICATIONS TO ALBANY COUNTY AGRICULTURAL DISTRICT NOS. 1, 2, AND 3

Introduced: 8/12/24

By Conservation, Sustainability, and Green Initiatives Committee:

WHEREAS, Section 303-b of the New York State Agriculture and Markets Law mandates an annual review of agricultural districts, and

WHEREAS, In connection with such review, a proposal for the modification of Agricultural District Nos. 1, 2, and 3 has been submitted by the Agricultural and Farmland Protection Board, and

WHEREAS, The modifications include adding 299.69 acres of actively viable farm land in the Towns of Berne, Coeymans, Knox, Guilderland, Rensselaerville, and Westerlo, and

WHEREAS, In conducting such review, Section 303-b of the Agriculture and Markets Law requires this Honorable Body to hold a public hearing, which was held on May 28, 2024, for the purpose of receiving the comments of any interested persons regarding the proposed modifications, now, therefore, be it

RESOLVED, By the Albany County Legislature that the following proposed modifications to the Albany County Agricultural Districts submitted by the Agricultural and Farmland Protection Board and filed with the Albany County Clerk are hereby approved and adopted:

Town	Tax Map No.	Acres	Ag District
Berne	80.-1-2.100	60.20	1
Berne	89.-1-9.31	0	1
Berne	89.-1-9.32	0	1
Berne	89.-1-9.33	0	1
Knox	68.-1-2.11	43.70	1
Knox	46.-2-14.1	23.19	1
Rensselaerville	161.-2-43	3	2
Westerlo	140.-1-30.1	58.20	2
Coeymans	178.-1-14.1	10	3
Guilderland	48.00-2-40-2	96	3
Guilderland	26.00-3-34	5.40	3

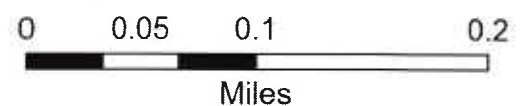
and, be it further

Seeger Acres Ltd. - 198 CR 354, Town of Rensselaerville
180.-1-10 / 137.7 Acres



District 2

Principal Enterprise - Hay

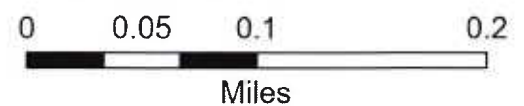


Town Of Bethlehem - Route 9W, Town of Bethlehem
109.00-1-31 / 11.5 Acres

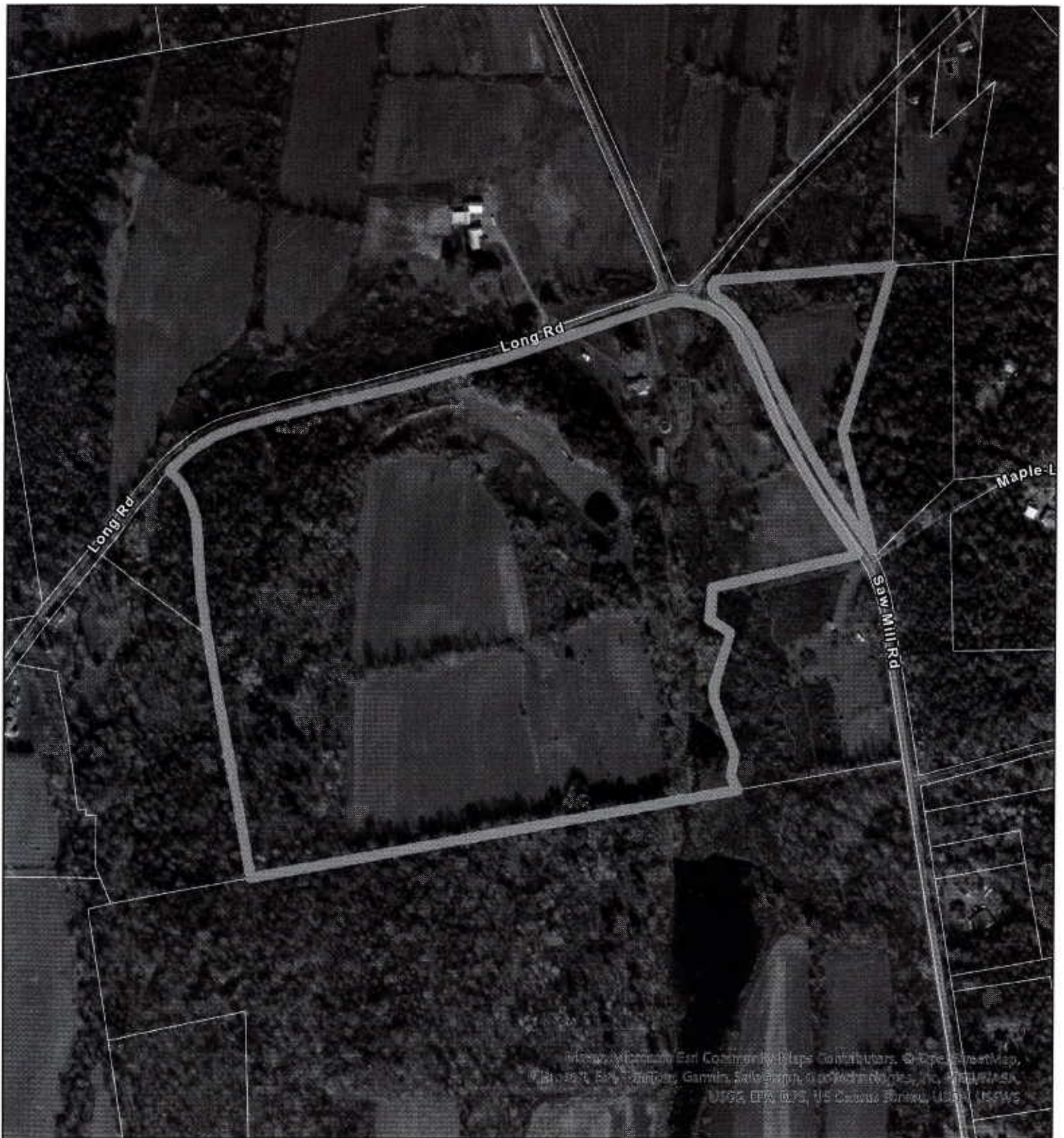


District 3

Principal Enterprise - Hay



Smith, Michael P - 243 Long Rd, Town of Berne
81.-1-22.100 / 71.77 Acres



District 3

Principal Enterprise - Livestock

Town Of Bethlehem - Wemple Rd, Town of Bethlehem
109.00-3-9 / 59.4 Acres



District 3

Principal Enterprise - Hay

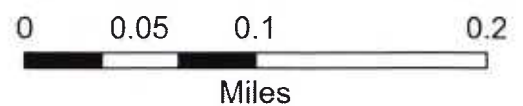


Town Of Bethlehem - Wemple Rd, Town of Bethlehem
109.00-1-33.1 / 11.5 Acres



District 3

Principal Enterprise - Hay



Town Of Bethlehem - 722 Route 9W, Town of Bethlehem
109.00-3-4.1 / 37.69 Acres



District 3

Principal Enterprise - Hay

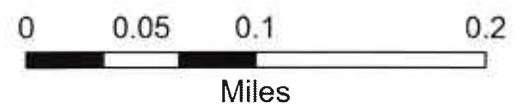


Town Of Bethlehem - Route 9W, Town of Bethlehem
109.00-3-10 / 32.9 Acres



District 3

Principal Enterprise - Hay

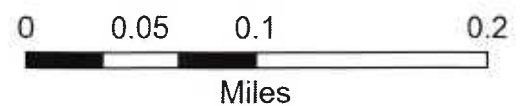


Town Of Bethlehem - 253 Clapper Rd, Town of Bethlehem
121.00-3-8.1 / 122 Acres



District 3

Principal Enterprise - Hay

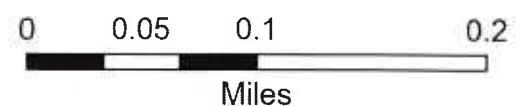


Stangle, Marilyn - Maple Ave, Town of Bethlehem
121.04-1-16.1 / 68.09 Acres

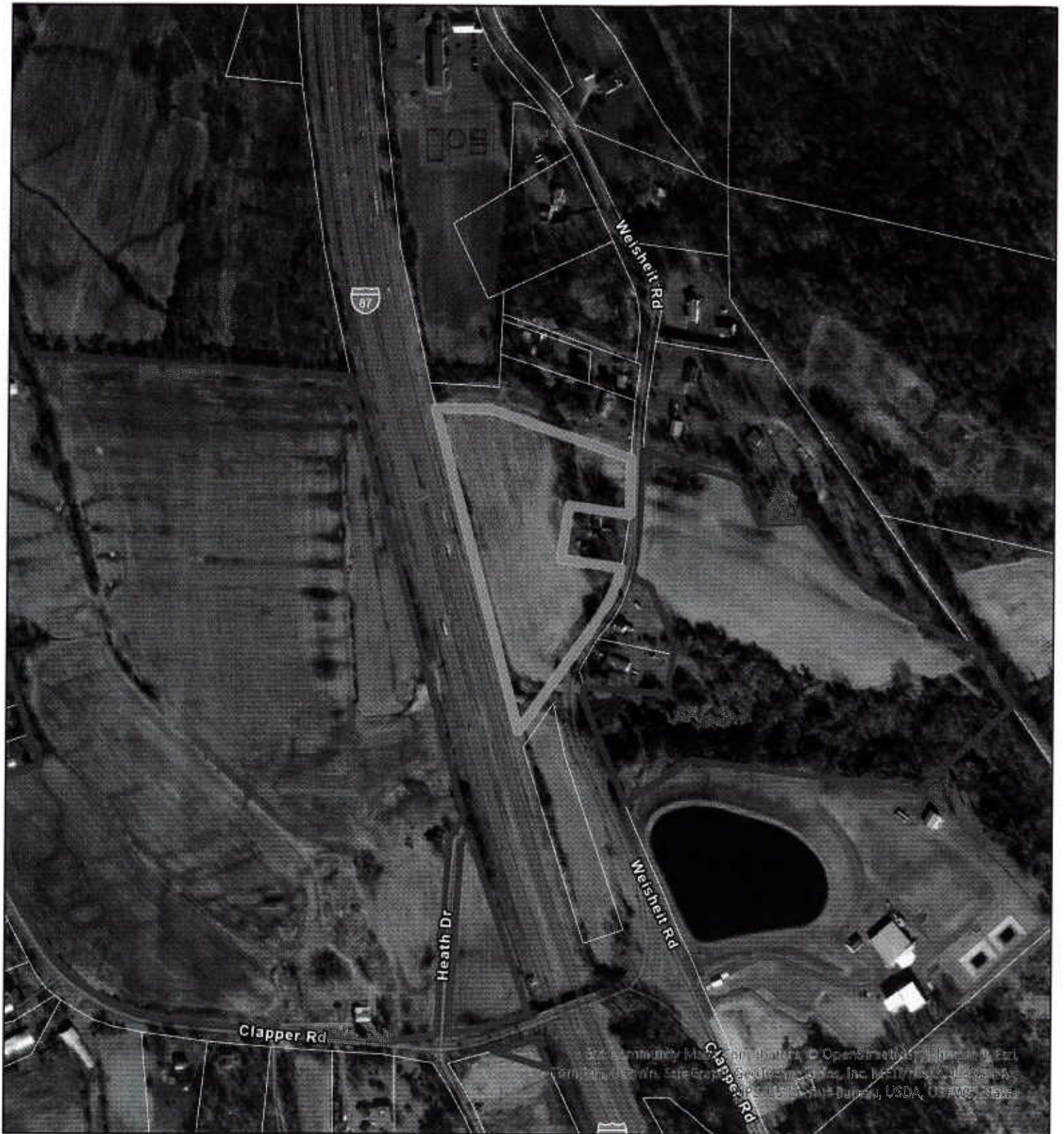


District 3

Principal Enterprise - Hay

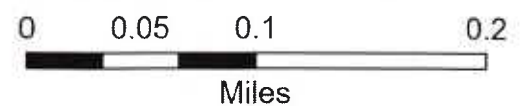


Town Of Bethlehem - Weisheit Rd, Town of Bethlehem
122.00-1-1.11 / 8.27 Acres

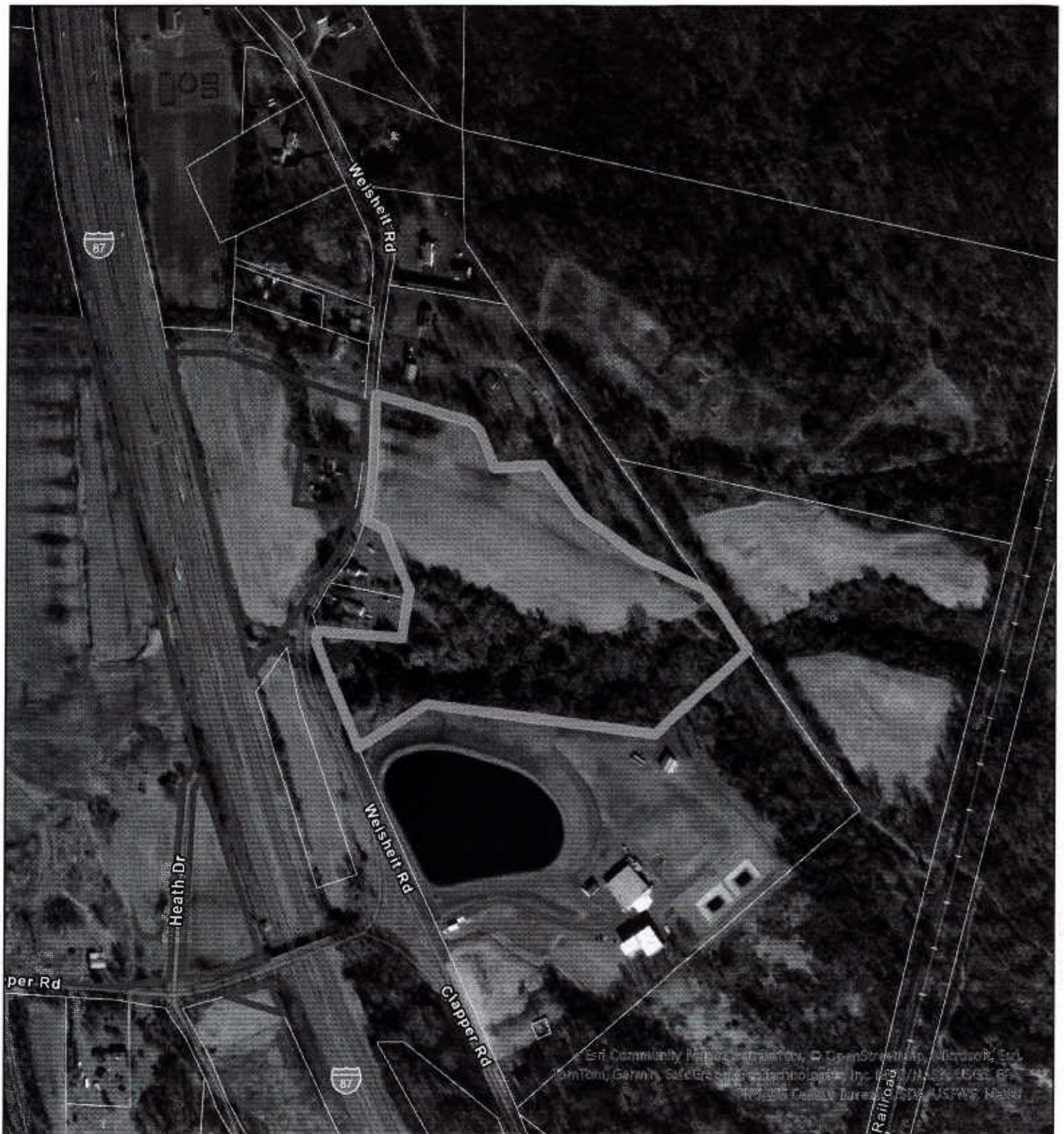


District 3

Principal Enterprise - Hay

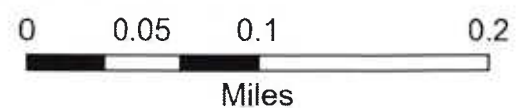


Town Of Bethlehem - Weisheit Rd, Town of Bethlehem
122.00-1-2.11 / 22.3 Acres



District 3

Principal Enterprise - Hay



RESOLUTION NO. 294

ADOPTING THE PROPOSED MODIFICATIONS TO ALBANY COUNTY AGRICULTURAL DISTRICT NOS. 1, 2, AND 3

Introduced: 8/11/25

By Conservation, Sustainability, and Green Initiatives Committee, Reinhardt, Simpson, Cleary, Efekoro, Miller, Rosano, Smith, Whalen and Perlee:

WHEREAS, § 303-b of the New York State Agriculture and Markets Law mandates an annual review of agricultural districts, and

WHEREAS, In connection with such review, a proposal for the modification of Agricultural District Nos. 1, 2, and 3 has been submitted by the Agricultural and Farmland Protection Board, and

WHEREAS, The modifications include adding 572.92 acres of actively viable farm land in the Towns of Berne, Bethlehem, and Rensselaerville, and

WHEREAS, In conducting such review, § 303-b of the Agriculture and Markets Law requires this Honorable Body to hold a public hearing, which was held on May 27, 2025, for the purpose of receiving the comments of any interested persons regarding the proposed modifications, now, therefore, be it

RESOLVED, By the Albany County Legislature that the following proposed modifications to the Albany County Agricultural Districts submitted by the Agricultural and Farmland Protection Board and filed with the Albany County Clerk are hereby approved and adopted:

Town	Tax Map No.	Acres	Ag District
Berne	81.-1-22.100	71.77	1
Rensselaerville	180.-1-10	137.7	2
Bethlehem	121.04-1-16.1	68.09	3
Bethlehem	122.00-1-2.11	22.3	3
Bethlehem	121.00-3-8.1	122	3
Bethlehem	122.00-1-1.11	8.27	3
Bethlehem	109.00-3-9	59.4	3
Bethlehem	109.00-1-33.1	11.5	3
Bethlehem	109.00-3-10	32.9	3
Bethlehem	109.00-1-31	11.5	3
Bethlehem	109.00-3-4.1	37.69	3

and, be it further

RESOLVED, That a copy of the modifications shall be submitted to the New York State Commissioner of Agriculture and Markets along with a certified copy of this resolution, 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

June 29th, 2025

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 to amend the 2025 Albany County Adopted Budget. This request is due in part to the success of the Nurse Aide Training Program (NATP) started earlier this year. The current class is full and the next two scheduled classes also have full enrollment. After completing certification, these Certified Nursing Assistants (CNA's) can be offered full or part time positions at Shaker Place. We have learned that the onboarding of these Nurse Aid Trainees are best on boarded as Temporary Help and then moved to full or part time CNA lines. The request contains the refunding of sixteen (16) full-time CNA lines.

Additional administrative adjustments are also requested to fund negative line or soon to be negative lines of the 2025 Adopted Budget. This includes personnel non-individual lines such as Overtime and Temporary Help that are used to bridge the staffing model when filling vacancies. The use of agency nursing staff to fill in for vacancies was eliminated this year to rely on our own staffing and recruitment efforts. Another administrative adjustment is the creation of two (2) Speech Therapists for the therapy department. Currently, we contract for two speech therapist to do treatments, evaluations and patient driven payment model (PDPM) work. The creation of these positions will allow for these services to be provided in house and not rely on contracted services. This request is budget neutral and 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
James Curran, Minority Counsel





County of Albany

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

Legislation Text

File #: TMP-6671, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to Amend the 2025 Adopted Budget for Shaker Place Rehabilitation and Nursing Center - Administrative Adjustments

Date: 06/30/2025
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: Budget Amendment 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:	See Attached Spreadsheet
Revenue Amount:	See Attached Spreadsheet
Appropriation Account and Line:	See Attached Spreadsheet
Appropriation Amount:	See Attached Spreadsheet

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)

Budget amendment request to address negative lines and CNA staffing patterns at Shaker Place Rehabilitation and Nursing Center. The facility started a Nurse Aide Training Program (NATP) to assist in mitigating the shortage of Certified Nursing Assistants (CNA) in the community. With the assistance of the NATP, the facility has stopped using agency staff (including CNA positions) to meet the needs of the residents. As we move forward with the next two NATP classes full, we are requesting to fund 16 full-time CNA positions. Furthermore, we are requesting adjustments to Overtime and Temporary Help through the end of the year. This request is budget neutral and works towards using in-house staff to care for the residents of Shaker Place.

	ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020	15112	133	640244	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	147	640343	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	159	640354	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	306	640378	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	307	640379	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	310	640380	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	313	640383	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	321	640389	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	324	640392	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	350	640416	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	359	640784	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	365	640790	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	372	640797	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	382	640810	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	386	640814	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	389	640817	NURSING ASSISTANT	\$ 17,370	\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	12168	1	652035	Speech Pathologist	\$ 30,279	\$ 78,728	Shaker Place Rehabilitation and Nursing Center
NH6020	12168	2	652036	Speech Pathologist	\$ 30,279	\$ 78,728	Shaker Place Rehabilitation and Nursing Center
NH6020	19900		OVERTIME	\$ 750,000	\$ 2,496,280	Shaker Place Rehabilitation and Nursing Center	
NH6020	19911		HOLIDAY PAY	\$ 35,000	\$ 185,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	19948		SHIFT DIFFERENTIAL	\$ 40,000	\$ 165,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	19970		TEMPORARY HELP	\$ 500,000	\$ 1,900,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	22001		OFFICE EQUIPMENT	\$ 5,000	\$ 45,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	22150		MAINTENANCE EQUIPMENT	\$ 20,000	\$ 122,255	Shaker Place Rehabilitation and Nursing Center	
NH6020	22610		NURSING EQUIPMENT	\$ 25,000	\$ 212,500	Shaker Place Rehabilitation and Nursing Center	
NH6020	44020		NURSING	\$ 10,000	\$ 30,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	44022		MAINTENANCE SUPPLIES	\$ 50,000	\$ 150,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	44023		MEDICAL SUPPLIES	\$ 50,000	\$ 510,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	44024		HOUSEKEEPING	\$ 50,000	\$ 150,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	44047		ADMINISTRATIVE	\$ 50,000	\$ 182,800	Shaker Place Rehabilitation and Nursing Center	
NH6020	44069		CONTRACTED SERVICES	\$ 189,442	\$ 2,597,717	Shaker Place Rehabilitation and Nursing Center	
NH6020	44250		DRUGS	\$ 75,000	\$ 350,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	44252		CLINICAL MEDICAL SUPPLIES	\$ 20,000	\$ 55,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	44254		DRY GOODS	\$ 30,000	\$ 108,421	Shaker Place Rehabilitation and Nursing Center	
NH6020	11320	002	640021	ASST Director of Nursing	\$ 15,000	\$ 102,485	Shaker Place Rehabilitation and Nursing Center
NH6020	12122	001	640032	HEAD NURSE	\$ 40,000	\$ 77,830	Shaker Place Rehabilitation and Nursing Center
NH6020	12122	009	640036	HEAD NURSE	\$ 40,000	\$ 77,830	Shaker Place Rehabilitation and Nursing Center
NH6020	12122	010	640032	HEAD NURSE	\$ 50,000	\$ 77,830	Shaker Place Rehabilitation and Nursing Center
NH6020	12122	014	640036	HEAD NURSE	\$ 50,000	\$ 77,830	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	001	650012	NURSING AIDE TRAINEE F/T	\$ 30,620	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	002	650013	NURSING AIDE TRAINEE F/T	\$ 30,620	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	003	650014	NURSING AIDE TRAINEE F/T	\$ 24,000	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	004	650015	NURSING AIDE TRAINEE F/T	\$ 24,000	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	005	650016	NURSING AIDE TRAINEE F/T	\$ 24,000	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	006	650017	NURSING AIDE TRAINEE F/T	\$ 30,620	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	007	650018	NURSING AIDE TRAINEE F/T	\$ 30,620	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	008	650019	NURSING AIDE TRAINEE F/T	\$ 30,620	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	009	652027	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	010	650028	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	011	648029	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	012	646030	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	013	644031	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	014	642032	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	015	640033	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	016	638034	NURSING AIDE TRAINEE F/T	\$ 19,110	-	Shaker Place Rehabilitation and Nursing Center
NH6020	16104	001	640529	Account Clerk II	\$ 58,000	\$ 63,371	Shaker Place Rehabilitation and Nursing Center
NH6020	19921		RECRUITMENT STIPEND	\$ 25,000	\$ 5,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	19952		Compensatory Time Payout	\$ 25,000	\$ 85,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	22610		Nursing Equipment	\$ 22,209	\$ 125,000	Shaker Place Rehabilitation and Nursing Center	
NH6020	44043		PERSONNEL - ADVERTISING	\$ 34,731	\$ 65,269	Shaker Place Rehabilitation and Nursing Center	
NH6020	89060		HOSPITAL AND MEDICAL INSURANCE	\$ 300,000	\$ 4,340,946	Shaker Place Rehabilitation and Nursing Center	
TOTAL APPROPRIATIONS				\$ 2,237,920	\$ 1,037,920		
ESTIMATED REVENUES							
ACCOUNT NO.		RESOLUTION DESCRIPTION		DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
NH6020	1896	Net Available Monthly Income			\$ 525,000	\$ 2,452,359	Shaker Place Rehabilitation and Nursing Center
NH6020	01992	HMO's			\$ 450,000	\$ 1,399,875	Shaker Place Rehabilitation and Nursing Center
NH6020	04630	Medicare A			\$ 225,000	\$ 2,337,497	Shaker Place Rehabilitation and Nursing Center
TOTAL ESTIMATED REVENUES				\$ -	\$ 1,200,000		
GRAND TOTAL				\$ 2,237,920	\$ 2,237,920		

RESOLUTION NO. 295

AMENDING THE 2025 DEPARTMENT OF RESIDENTIAL HEALTH CARE FACILITIES BUDGET: ADMINISTRATIVE ADJUSTMENTS

Introduced: 8/11/25

By Elder Care Committee:

WHEREAS, The Executive Director of the Department of Residential Health Care Facilities has requested amendments to the 2025 Department of Residential Health Care Facilities Budget to adequately fund the expansion of the Nurse Aide Trainee Program and to create two Speech Therapists positions, and

WHEREAS, The Executive Director has indicated that the requested budget amendments are necessary to meet the staffing needs at Shaker Place Rehabilitation and Nursing Center and will be budget neutral, now, therefore, be it

RESOLVED, That the 2025 Department of Residential Health Care Facilities Budget is hereby amended as follows:

ACCOUNT NO.				RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
NH6020	15112	133	640244	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	147	640343	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	159	640354	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	306	640378	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	307	640379	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	310	640380	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	313	640383	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	321	640389	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	324	640392	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	350	640416	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	359	640784	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	365	640790	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	372	640797	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	382	640810	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	386	640814	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
NH6020	15112	389	640817	NURSING ASSISTANT	\$ 17,370		\$ 45,162	Shaker Place Rehabilitation and Nursing Center
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NH6020	12168	2	652036	Speech Pathologist	\$ 30,279		\$ 78,728	Shaker Place Rehabilitation and Nursing Center
NH6020	19900			OVERTIME	\$ 750,000		\$ 2,496,280	Shaker Place Rehabilitation and Nursing Center
NH6020	19911			HOLIDAY PAY	\$ 35,000		\$ 185,000	Shaker Place Rehabilitation and Nursing Center
NH6020	19948			SHIFT DIFFERENTIAL	\$ 40,000		\$ 165,000	Shaker Place Rehabilitation and Nursing Center
NH6020	19970			TEMPORARY HELP	\$ 500,000		\$ 1,900,000	Shaker Place Rehabilitation and Nursing Center
NH6020	22001			OFFICE EQUIPMENT	\$ 5,000		\$ 45,000	Shaker Place Rehabilitation and Nursing Center
NH6020	22150			MAINTENANCE EQUIPMENT	\$ 20,000		\$ 122,255	Shaker Place Rehabilitation and Nursing Center
NH6020	22610			NURSING EQUIPMENT	\$ 25,000		\$ 212,500	Shaker Place Rehabilitation and Nursing Center
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NH6020	44069			CONTRACTED SERVICES	\$ 189,442		\$ 2,597,717	Shaker Place Rehabilitation and Nursing Center
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NH6020	12122	014	640036	HEAD NURSE		\$ 50,000	\$ 77,830	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	001	650012	NURSING AIDE TRAINEE F/T		\$ 30,620	\$ -	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	002	650013	NURSING AIDE TRAINEE F/T		\$ 30,620	\$ -	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	003	650014	NURSING AIDE TRAINEE F/T		\$ 24,000	\$ -	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	004	650015	NURSING AIDE TRAINEE F/T		\$ 24,000	\$ -	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	005	650016	NURSING AIDE TRAINEE F/T		\$ 24,000	\$ -	Shaker Place Rehabilitation and Nursing Center
NH6020	15118	006	650017	NURSING AIDE TRAINEE F/T		\$ 30,620	\$ -	Shaker Place Rehabilitation and Nursing Center

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



JEFFREY V. JAMISON
COUNTY ATTORNEY

COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
PHONE (518) 447-7110 | FAX (518) 447-5564
WWW.ALBANYCOUNTY.COM

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY

MEMORANDUM

TO: Hon. Joanne Cunningham
Chair, County Legislature

FROM: Jeffery V. Jamison, Esq.
County Attorney

DATE: June 17, 2025

RE: Request for Legislative Action
Award of Liability and Casualty Insurance
Policy Period: 8/15/25 – 8/15/26

Enclosed is a completed Request for Legislative Action relative to the award of the County's liability and related insurance coverage for the policy period August 15, 2025 to August 15, 2026. I am requesting that this matter be placed on the agenda for the August Legislative meeting. **PLEASE NOTE, THE BROKER IS STILL OBTAINING QUOTES FOR THE INSURANCE. THIS REQUEST IS BEING SUBMITTED AS A PLACEHOLDER AT THIS TIME AND WILL BE SUPPLEMENTED ONCE THE FINAL QUOTES ARE OBTAINED.**

The County's broker of record, Arthur J. Gallagher Risk Management Services sought renewal quotes for the County's insurance coverage. They are recommending that we proceed with the insurance set forth below.

The specific insurance in question are the County's general liability, automobile, law enforcement, police professional, property, public official's and employee

liability, crime, boiler and machinery, excess, umbrella and medical malpractice insurance coverage. The recommended awards are as follows:

Excess Commercial/General/Automobile/Law Enforcement Package and Public Official's and Employment Practices Coverage:

Carriers:

Premiums:

Expiring: \$561,568.00

Carrier: Safety National

Policy Limits: \$5M/\$5M/ GL

\$5M Auto

Includes DMV Fees

FIRST \$5M LAYER

Excess: Arch

Expiring: \$377,520.00

(\$5 M x \$5 M)

Excess: Bowhead

Expiring: \$315,000

(\$5 M x \$10 M)

Property:

Carrier:

Premium:

Expiring: Carrier: Traveler's

Premium: \$454,204 + \$1,531 Fire Fee

Deductible: \$250,000

(Insured Values of \$710,304,132)

Boiler and Machinery:

Carrier:

Premium:

Expiring: \$56,315.00
Carrier: Greenwich

Crime:

**Carrier:
Premium:**

Expiring: \$4,514.00
Carrier: Traveler's

Medical Liability:

**Carrier:
Premium: \$**

Expiring:
Carrier: National Fire & Marine (Med Pro Group)
Premium: \$447,258.99 Nursing Home (Senior Care)
Surplus Lines Tax: \$15,519.35
Stamping Fee: \$646.64
Limits: \$1M/\$3M

Carrier: MedPro RRG Risk Retention Group
Premium: \$167,267.00 (Clinical)
Limits: \$1M/\$3M

Cyber Liability:

**Carrier:
Premium: \$**

Expiring: \$79,473
Carrier: Chubb
\$1 Million limit

Water Purification District – Pollution Coverage

Carrier:
Premium:
Expiring:
Carrier: Navigators
Premium: \$81,698
***Three Year Policy**

Enclosed is back-up documentation, including the premium summary and marketing summary.

Please note, all premiums include Terrorism Coverage at the rate of 1% of premium.

The proposed awards result in combined premiums of \$, which includes the mandatory New York State Fire Fee. All coverages were significantly enhanced in 2013 and have been enhanced on a per coverage basis as needed. The liability and related coverages have been extensively marketed this year due to increases in our premiums over the last several years as a result of hardening of the markets as well as increases to our risks. We are awaiting quotes.

THIS INFORMATION WILL BE UPDATED AS PRICE QUOTES ARE RECEIVED.

If you have any questions, please advise me. Thank you for your attention to this matter.

Enclosures

Cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6666, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Professional Insurance Services with Arthur J. Gallagher

Date: 06/17/2025
Department: Law
Attending Meeting: Jeffrey Jamison
Submitted By: Stefanie Thomas
Title: Legislative and Policy Coordinator
Phone: 447-5680

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Arthur J Gallagher Risk Management Systems, 30 Century Hill Drive Latham NY 12210

Term: (Start/end date or duration) 8/15/2025-8/15/2026
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: Various departmental insurances lines (44037)
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: 24-465

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

Award of liability, property, medical, malpractice and similar insurances for the period August 15, 2025 to August 15, 2026. The county's broker of record, Arthur J. Gallagher Risk Management Service marked the insurance packages on the county's behalf

RESOLUTION NO. 296

AUTHORIZING AGREEMENTS REGARDING ALBANY COUNTY INSURANCE COVERAGE

Introduced: 8/11/25

By Law Committee:

WHEREAS, The Albany County Attorney, upon the recommendation of the County's insurance consultant, Arthur J. Gallagher Risk Management Services, Inc., has requested authorization to enter into agreements for the County's insurance coverage, and

WHEREAS, It has been recommended that the County enter into agreements with _____ for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage; _____ for Excess insurance; _____ for Excess insurance; _____ for Property insurance; _____ for Boiler and Machinery coverage; _____ for Medical Liability coverage; _____ for Medical Liability coverage; and _____ for Cyber Liability insurance for a total combined premium amount of \$_____ now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into agreements through Arthur J. Gallagher Risk Management Services, Inc. with _____ for Excess Commercial, General, Automobile, Law Enforcement, Public Officials, and Employment Practices coverage at an annual premium not to exceed \$_____; _____ for Excess insurance at an annual premium not to exceed \$_____; _____ for Excess insurance at an annual premium not to exceed \$_____; _____ for Property insurance at an annual premium not to exceed \$_____ + \$_____ Fire Fee; _____ for Boiler and Machinery coverage at an annual premium not to exceed \$_____; _____ for Medical Liability insurance at an annual premium not to exceed \$_____; _____ for Medical Liability insurance at an annual premium not to exceed \$_____; and _____ for Cyber Liability insurance at an annual premium not to exceed \$_____ for the term commencing August 15, 2025 and ending August 15, 2026 for a total combined premium amount of \$_____, and, be it further

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

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

DANIEL P. MCCOY
COUNTY EXECUTIVE

JEFFERY V. JAMISON, ESQ.
COUNTY ATTORNEY

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

YORDEN C. HUBAN
DEPUTY COUNTY ATTORNEY



COUNTY OF ALBANY
OFFICE OF THE COUNTY ATTORNEY
COUNTY OFFICE BUILDING
112 STATE STREET, ROOM 600
ALBANY, NEW YORK 12207-2021
(518) 447-7110 - FAX (518) 447-5564
WWW.ALBANYCOUNTYNY.GOV

KEVIN M. CANNIZZARO
FIRST ASSISTANT COUNTY ATTORNEY

July 1, 2025

Dear Legislators,

The Department of Law seeks legislative approval to enter into a new agreement with Thompson Reuters for the Westlaw legal research tool. The new agreement will be a substantial upgrade from our existing services. Further, the upgrade is necessary to be in step with the tools available to the Courts and with opposing counsel. It is expected that full utilization of the new Westlaw Precision AI and CoCounsel Core will lead to thousands of hours a year saved in legal research, document preparation and discovery review.

This upgrade is for services County-wide. I have reached out to the District Attorney's Office, the Conflict Defender's Office, Assigned Counsel, Public Defender's Office and the Counsel to the Chair of the Legislature to discuss the changes and all are "onboard" with the upgrade.

Further, I have negotiated a free upgrade from now until the end of the year with our existing contract in place. The new agreement being proposed will begin in January of 2026. However, if we can get approval now for the change to occur to our contract next year, Thompson Reuter has agreed to provide the enhanced services for the remainder of the year at our existing contract rate.

Thank you for your courtesies and consideration in this matter.

Very truly yours,

JEFFERY V. JAMISON, Esq.
Albany County Attorney



County of Albany

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

Legislation Text

File #: TMP-6670, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Thompson Reuter's Legal Research and continuing legal education for County Attorney, District Attorney, Public Defenders, Alternate Public Defender, Assigned Counsel Program/18-B and Regional Immigration Assistance Center.

Date: 6/27/2025

Department: Law

Attending Meeting: Jeffery Jamison

Submitted By: Joshua Beams

Title: Sr. Policy Analyst

Phone: 518-447-7110

Purpose of Request: Contract Authorization Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: West Publishing Corporation 29000 Ames Crossing Rd., Egan MN 55121

Enter text.

Term: (Start/end date or duration)

January 1, 2026 - 12/31/2026

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:

A91420-44040

Appropriation Amount:

\$239,880.00

ADDITIONAL INFORMATION:

Mandated Program/Service:

Yes ☐ No ☒

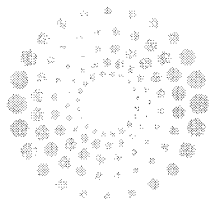
If Mandated, Cite Authority: Enter text.
Request for Bids / Proposals:
 Competitive Bidding Exempt: Yes ☐ No ☒
 # of Response(s): Enter text.
 # of MWBE: Enter text.
 # of Veteran Business: Enter text.
Bond Resolution No.: Enter text.
Apprenticeship Program Yes ☐ No ☒

Previous requests for Identical or Similar Action:

Resolution/Law Number and Date: 20-459, 21-457, 22-483, 23-563, 24-760

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

This agreement with Thompson Reuters's Westlaw provides for a license to conduct legal research for every attorney in county government as determined by the department head. This is for an upgraded version of Westlaw with several additional features compared to our current version. This amount is for 147 licenses.



THOMSON REUTERS

Westlaw Precision AI with CoCounsel Proposal

SUBMITTED: May 21, 2025

EXPIRES: July 31, 2025

SUBMITTED TO

Albany County

Attn: Jeffery Jamison, County Attorney

SUBMITTED BY

Yvonne Guillotte

Government Account Executive

PH: 518-265-3071

Email: yvonne.guillotte@tr.com

Contractor Information

Legal Contracting Entity	West Publishing Corporation
Doing Business As (DBA)	West, a Thomson Reuters business
Corporate Address	2900 Ames Crossing Rd., Eagan MN 55121
Remittance Address	P.O. Box 6292, Carol Stream, IL 60197-6292
Federal Tax ID #	41-1426973
SAM Unique Entity ID #	L997DB4PEJL8
DUNS #	14-850-8286
Cage Code	89101
Company Size	Large
SAM Registration	Current (see: https://www.sam.gov/)
Representations and Certifications	Current (see: https://www.sam.gov/)
GSA Contract #	GS-02F-026DA
FEDLINK Contract #	LCFDL23D0027

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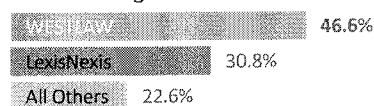
Overview

Westlaw is our online legal, news, and business information research service. Westlaw provides editorially enhanced legal research materials; unparalleled coverage of news, business, financial, and general information; and a comprehensive collection of public records.

- **Westlaw is comprehensive**—Coverage includes legal information (e.g., state and federal case law, statutes, regulations, administrative codes, law reviews), news and business information (e.g., newspapers, newswires, magazines), and extensive and well-organized public records, courthouse documents, and private-vendor sources.
- **Westlaw is current**—Westlaw resources are updated frequently so that information is kept current. For example, full-text U.S. Supreme Court opinions, including concurrences or dissents, are generally available on Westlaw within five minutes of the time they are issued.
- **Westlaw is accurate and reliable**—We employ a rigorous editorial process to ensure every opinion available on Westlaw is correct and properly classified. Our attorney editors use consistent language when writing synopses and headnotes. They also add synonyms, acronyms, terms of art, names of acts, generic names, and other research terms to ensure that Westlaw searches retrieve relevant cases that might otherwise be missed by searching just the text of the court opinion.
- **Westlaw is powerful**—More than 650 million links are added every year to documents on Westlaw, and nearly every word in Westlaw documents is a possible search indexing term. WestSearch Plus, a search engine designed specifically for law, incorporates more than a century of proprietary analysis of the law and exclusive tools like the West Key Number System, KeyCite, headnotes, Notes of Decisions, indexes, and secondary sources to deliver documents relevant to a search query.
- **Westlaw is precise**—Westlaw Precision – the latest evolution in legal research – is powered by trusted content, exclusive editorial enhancements, and cutting-edge technology that enables you to research over twice as fast without sacrificing confidence in your results.
- **Westlaw is intelligent**—Westlaw Precision provides legal professionals with AI-Assisted Research, our recently introduced legally focused generative AI capability that searches Westlaw’s trusted database of proven, reliable content and returns an overview with detailed insights from top results, along with a list of key cases, statutes, and regulations. Both Westlaw Precision and Westlaw Edge provide legal professionals with exclusive new warnings for law that is no longer valid, unrivaled litigation analytics, and sophisticated research tools that help legal professionals deliver results to clients faster and more accurately.
- **Westlaw is preferred**—Thomson Reuters has earned highest accolades from the 2023 Best of *The National Law Journal* Readers Rankings, including first-place awards for Westlaw in four legal research categories: Online Research Provider, Legal Research Provider, Solo Firm / Solo Practitioner Research Provider, and Legal Research App / Service.

ABA Legal Technology Survey—Q4 2023

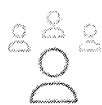
“Which one fee-based online service do you use most often overall for legal research?”



Westlaw: Best-in-Class

The standard for legal research

Only Westlaw combines editorial excellence with innovative technology and human intelligence so legal professionals can work smarter, more efficiently, and with greater confidence. The people, process, and technology behind Westlaw is what sets us apart.



People: Attorney editors analyze, summarize, and classify the law, creating editorial enhancements that make it easier to find the information you need. You can trust your research is supported by real people with real world legal experience, extensive training, and passion for serving the legal community.



Process: For more than 150 years, we have been gathering the law and creating exclusive editorial advantages designed to help researchers find needed information. Our superior editorial processes make it easier for researchers to find, validate, and interpret the law.



Technology: Our unwavering commitment to advancing legal research is the force behind our best-in-class technological innovation. Advanced capabilities allow researchers to get their work done in less time and with more accuracy.

With three best-in-class versions available – each building on the powerful features of the previous – there is a Westlaw for every organization, regardless of size or budget.

Westlaw Content

WESTLAW NATIONAL PRIMARY

The National Primary Collection contains a deep base of foundational content offerings consistently identified by libraries as must-have content.

- **All 50-State and Federal Primary Law**—Provides access to the comprehensive Westlaw collection of primary law with exclusive access to our editorial enhancements, including cases summarized and organized with headnotes and Key Numbers, annotated statutes that link to cross-references and notes of decisions, annotated *Code of Federal Regulations*, administrative materials, proposed and enacted legislation, proposed and adopted regulations, attorney general opinions, administrative materials, court rules, and more.
- **Legislative History**—Provides an intuitive graphical timeline to gather key insight into the legislative intent behind the words of the law.
- **Graphical Statutes**—Charts legislative changes and linking related documents in an easy-to-read graphical interface. Federal and State access
- **Bill and Regulation Tracking**—Provides a single comprehensive source for bill and regulation tracking across the 50 states and federal government.
- **KeyCite**—Access the industry's most accurate, up-to-the-minute citation service to instantly verify whether a case, statute, regulation or administrative decision is good law, and find citing references to expand your research.

Westlaw Precision

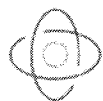
THE FASTEST WAY TO FIND WHAT YOU NEED

Westlaw Precision – the latest evolution in legal research – is powered by trusted content, exclusive editorial enhancements, and cutting-edge technology that enables you to research over twice as fast without sacrificing confidence in your results.

And now, our legally focused generative AI provides relevant answers to legal research questions with links to supporting authority, so you can make better-informed decisions and more efficiently complete the remainder of your research. AI-Assisted Research on Westlaw Precision is built on our market-leading content, utilizing our long history and expertise in AI.

While legal technology has rapidly evolved over the past decade, it can still be a challenge to look for cases with specific attributes while also searching the best authority for an argument, drafting outlines and briefs, checking the validity of cited law, crafting litigation strategy, and answering client questions. The powerful capabilities of Westlaw Precision can elevate the way you conduct legal research.

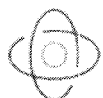
AI-ASSISTED RESEARCH - New



Ask a legal question in everyday language, including key facts, procedural details, or legal theories, and AI-Assisted Research searches Westlaw's trusted database of proven, reliable content to return a summarized response with detailed insights from top results, along with a list of key cases, statutes, and regulations.

- Get a jumpstart on your research with faster answers to legal questions.
- Cut down time spent sifting through search results and having to read and summarize results yourself. The AI does that for you.
- Easily access supporting authority for verification and follow-up research.
- Refine and hone your results in a conversational manner.
- Feel more confident you are taking your research in the right direction.

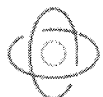
AI-JURISDICTIONAL SURVEY - New



Ask a legal question in everyday language, including key facts, details and pick the states you want to curate your survey. The AI-Assisted Jurisdictional Survey will allow you to expedite the long process of creating a survey and be able to get back to the client by the end of the day.

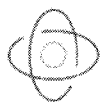
- AI Jurisdictional Survey summarizes all 50 states statutes, providing a starting point in a fraction of the time it would have taken with traditional research methods.
- The survey provides the most up-to-date content on Westlaw, as it correctly identifies and summarizes statutes that went into effect as recently as July 2024.

PARALLEL SEARCH - New



Parallel Search is a new way to search case law on Westlaw Precision that focuses on finding conceptually similar sentences to your query. Parallel Search understands synonyms and relationships between words and ideas. Thus, it finds cases even if the cases do not use your exact words.

CLAIMS EXPLORER - New



For legal professionals filing a lawsuit, defending a lawsuit, or advising clients on potential liability, often their first step is to identify applicable claims or counterclaims. Yet not all claims are equal. Some causes of action have a lower threshold to achieve, some provide for attorneys' fees or higher damages, and some fit better with the facts of a particular case. Claim Explorer, a new generative AI skill enables legal professionals to enter facts and identify applicable claims or counterclaims. Using generative AI to simplify claims research by entering the facts and quickly receive a list of applicable claims.

PRECISION RESEARCH - New



Search, filter, browse, and find on-point cases with unmatched precision and efficiency. See cases that actually address a particular legal issue, resolve a particular cause of action or motion type and corresponding outcomes, involve a particular fact pattern, or are decided a particular way.

- Find legally and factually similar cases with unparalleled speed and accuracy.
- With knowledge that variation in language is accounted for, feel more confident important cases haven't been missed due to a query that doesn't include a certain word or phrase.
- Use Browse Boxes to quickly determine whether case is relevant to the issue directly from search results.

KEYCITE CITED WITH - New



Feel more confident your research is accurate and complete. View cases frequently cited together even if neither cites the other, making it easier to find connections between cases and identify changes in how the law has developed.

- Quickly find connections between cases that would traditionally be difficult to uncover.
- Find regularly cited law for a specific rule or issue.
- Find additional relevant cases that can be used to strengthen an argument.
- Feel more confident research is accurate and complete.

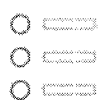
KEYCITE OVERRULED IN PART - New



Easily identify the specific point of law in a case that has been invalidated so other valid points of law aren't missed. Look for a red-striped flag to indicate a case has been overruled in part. Quickly jump to the impacted text to view the relevant language from the overruling case.

- Trust you are relying on good law during legal research.
- Quickly and easily determine when a case has been overruled only on grounds that don't impact the authority of the points of law you care about most.
- Save time by avoiding the need to manually review each case to determine whether the authority related to your issue is still valid law.

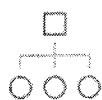
OUTLINE BUILDER - New



- Quickly and easily build, edit, and review outlines without ever needing to leave Westlaw Precision. Use
- Outline Builder side-by-side with a document while researching, then drag and drop important text or
- citations directly into an outline.
- Save time spent switching back and forth between Westlaw Precision and your word processing document.

- Minimize disruption to research workflow when you build an outline directly in Westlaw Precision.
- Easily submit an outline to Quick Check to view recommendations for additional relevant authority.

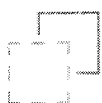
GRAPHICAL VIEW OF HISTORY - New



See a graphical visualization of research history, mapping out the steps taken and the searches and documents with which you had more interaction. Easily return to a successful query without needing to remember the exact search terms.

- Quickly jump back into a previous research session and pick up where you left off.
- Return to a successful query without needing to remember the exact search terms.
- Easily identify previously viewed documents you deemed important.

KEEP LIST/HIDE DETAILS - New



Save potentially useful materials and hide materials you don't want to inadvertently re-review. Both Keep and Hide persists across multiple searches in the same session, to make research even more efficient.

- Save/Keep documents of interest to easily return to them later.
- Hide/Collapse documents deemed irrelevant or those you don't want to inadvertently re-review.
- Use Keep/Hide functionality to easily navigate multiple searches across the same research session.

QUICK CHECK (Mischaracterization Identification) - New



Quick Check securely analyzes your briefs to suggest highly relevant authority and ensure you haven't missed anything important. Rely on Quick Check to save time and find authority that traditional research may have missed. Now, take advantage of using new Mischaracterization Identification are substantial for legal professionals and the judiciary. In terms of speed of review and quality of work product.

Mischaracterization Identification will help you efficiently and accurately make contextual misstatement and omission determinations for your opponents' and your own quotations and the context surrounding those quotations. The fear of missing your own mistakes is very real for attorneys, but the possibility of missing the opportunity to capitalize on your opponents' mistakes is an even larger concern. This new enhancement reduces both of those worries and will help attorneys be even better advocates for their clients.

Judges will also be able to effectively review the filings of parties in matters before them much faster. Attorneys owe a duty of candor to the judiciary and the Mischaracterization Identification feature will help flag any potential issues quickly. An added benefit, which members of the judiciary or their staff perhaps haven't considered, is the ability to analyze their own orders and opinions to ensure that they haven't made mistakes that could be appealed. This new enhancement will help alert judges and law clerks to potential issues before they finalize their opinions.

- Filter out citations you've viewed in the past 30 days and what you've already save to a folder.
- See time-saving details for why a suggested authority might be important.
- Review differences between case, statute, and regulation quotes in an uploaded document to the relevant language and context in the source document.
- Receive recommendations from the largest collection of secondary sources, briefs, and memoranda.
- Jumpstart your research directly from millions of state and federal appellate briefs and trial court filings

without needing to download the brief or interrupt your research

- Process documents without citations, such as pleadings, draft briefs, and emails from opposing counsel, allowing researchers to more easily get focused caselaw recommendations. (*Westlaw Precision only*)

WESTSEARCH PLUS



WestSearch Plus leverages sophisticated type-ahead functionality to anticipate which topics users are searching and then delivers responsive text from relevant documents to the top of their result list. This helps decrease their time spent looking and researching for a given topic or answer and is an essential time-saver, especially when researching unfamiliar areas of law.

- Take advantage of the most powerful legal search engine, designed by attorneys for attorneys.
- Find answers to legal questions that can be answered in a sentence or two—within seconds.
- Connect directly to the relevant underlying authority.

KEYCITE OVERRULING RISK



KeyCite Overruling Risk builds upon the capabilities of our current KeyCite service, identifying cases that contain implicitly overruled or invalidated law. Quickly ensure you are citing good law.

- Get warnings on implicitly overruled or abrogated points of law.
- See an orange warning icon, similar to red and yellow flags, integrated into your research.
- Avoid reviewing each case manually to determine whether it cites an implicitly overruled point of law.
- Leverage AI to identify bad law that has no direct citations pointing to its validity.

LITIGATION ANALYTICS

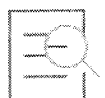
□ □ □ Litigation Analytics leverages the most state and federal dockets to deliver clear and relevant data-driven insights and trends on judges, companies, industries, attorneys, law firms, courts, damages, and case types to help you build your strongest case strategy.

- Set and manage client expectations for outcomes, timelines, and cost.
- Understand your assigned judge, including familiarity with a subject matter based on past cases, their record on appeal, approach to expert witnesses, the authority they tend to cite, and tested and proven arguments that have persuaded your judge in the past.
- Assess how often your judge has admitted or excluded expert testimony and whether your expert has appeared before your judge.
- Understand your opposing party; see how they have handled similar litigation and the counsel they have hired and glean their litigation strategy. Evaluate opposing counsel's experience.
- Evaluate potential settlements and award with damages analytics.
- Find new clients in the industries you represent and build evidence-based pitches and win RFPs with company analytics.
- Identify areas of growth for your firm by viewing trends for companies and industries.
- Recruit lateral hires to staff practice areas where you have identified growth opportunities.

PRECEDENT ANALYTICS

Make stronger arguments and quickly uncover key insights based on topics, by seeing the cases a judge regularly relies on, and other judges frequently cited.

STATUTES COMPARE AND REGULATIONS COMPARE



Statutes Compare and Regulations Compare are intelligent comparison tools that instantly show users precisely how a statute or regulation has changed over time, the authority behind the changes, and

allow the users to compare two versions to show where they differ.

- Get coverage across all practice areas for all statutory and regulatory content with different versions, including when statutes and regulations have changed multiple times within the same year.
- Quickly see how any two versions of a statute and regulation have changed over time, right from the History tab.
- With the Compare Text tool, compare the language of documents across many content sets.

JURISDICTIONAL SURVEYS



Jurisdictional Surveys allows you to quickly retrieve a customized and relevant compilation of laws across all US jurisdictions on virtually any topic. Jurisdictional Surveys accounts for variances of terminology needed to ensure a comprehensive and accurate starting point.

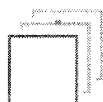
- Assess laws across jurisdictions to help establish a litigation strategy.
- Understand jurisdictional variances as they relate to compliance activities.
- Refine a legal argument based on how other jurisdictions have handled an issue.
- Identify new or emerging policy trends (e.g., immigration, cybersecurity).

Practical Law Dynamic Toolset - AI

GET QUICK, EXPERT ANSWERS FOR YOUR LEGAL QUESTIONS

Dynamic Tool Set - AI, users can navigate Practical Law resources to discover and visualize content in new ways; find the most relevant answers and know-how – like practice notes, checklists and articles – more quickly; compare content across multiple jurisdictions; analyze market trends at a glance; and plan and manage matters with quick customizable views of the work to be done.

PRACTICAL LAW DYNAMIC - AI



With Ask Practical Law AI on Practical Law, simply ask a question in everyday language and get a summarized answer grounded in content expertly written and maintained by 650+ attorney-editors. Produce quality work in less time using Ask Practical Law AI on Practical Law — generative AI providing answers from best-in-class content.

KNOWLEDGE MAP



Visually navigate through Practical Law's collection. Get the complete picture of your matter and identify issues you may have missed so you can complete your research faster.

QUICK COMPARE



Identify local laws faster using Quick Compare. With just a few clicks, create custom charts that answer key questions across states, so you can explore the topics and data points that matters most to you.

WHAT'S MARKET ANALYTICS



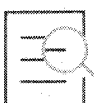
Create data-driven insights and visualizations with What's Market Analytics, so you can analyze and share market trends and deal terms in a fraction of the time.

INTERACTIVE MATTER MAPS



Matter Maps give you an overview of the core phases and tasks in a legal matter with links to key resources at each phase. Now they're also interactive, allowing you to customize the map to your needs.

DYNAMIC SEARCH



Transform your traditional search with Dynamic Search – harnessing the power of technology and Practical Law's attorney-editor expertise, to receive answers based on your question, with links to relevant Practical Law content.

PRACTICE AREAS AND TOPICS

In law, the rules are constantly changing, and you never know when you'll find yourself on unfamiliar ground. Thomson Reuters® Practical Law gets you up to speed quickly with always-updated resources that provide the answers to your how-do-I questions with practical guidance and wisdom to propel your research into action.

ANTITRUST

- Antitrust Compliance
- Antitrust Litigation
- Cartels
- Horizontal Agreements
- Merger Control
- Unilateral Conduct
- Vertical Agreements
- General Antitrust

ARBITRATION

- Arbitral Awards and Challenges
- Arbitration Agreements
- Arbitrators and Appointments
- Commencing an Arbitration
- Conflicts of Law Issues
- Costs and Funding
- Enforcement
- Institutional and Ad-hoc Arbitration
- Interim Measures
- Investment Treaty Arbitration
- Jurisdictional Issues
- Multiparty Arbitration
- Procedure and Evidence
- Remedies

BANKRUPTCY & RESTRUCTURING

- Bankruptcy Committees
- Bankruptcy Litigation
- Chapter 11: Commencing a Case
- Chapter 11: Case Administration
- Chapter 11: Exiting a Case
- Creditor and Inter-Creditor Issues in Bankruptcy
- Cross-Border: Chapter 15
- General Bankruptcy
- Individual Bankruptcy
- Municipal Bankruptcy: Chapter 9
- Out of Court Restructuring
- Prepacks in Bankruptcy
- Purchasing Distressed Assets and Claims in Bankruptcy
- Small Business Bankruptcy

CAPITAL MARKETS & CORPORATE GOVERNANCE

- Broker-Dealer
- Corporate Governance & Continuous Disclosure
- Market Regulation

- Non-US Issuers
- Registered Offerings
- Unregistered Offerings

COMMERCIAL TRANSACTIONS

- Advertising and Marketing
- Agency, Distribution & Franchising
- Bribery and Corruption
- Confidentiality
- Consumer
- General Commercial
- General Contract and Boilerplate
- Insurance Claims and Coverage
- International Trade & Customs
- Joint Ventures
- Outsourcing
- Supply of Goods and Services

CORPORATE AND M&A

- Corporations
- Joint Ventures
- Limited Liability Companies
- Private M&A
- Public M&A
- Private Equity
- Tax

EMPLOYEE BENEFITS & EXECUTIVE COMPENSATION

- Executive Compensation
- Retirement Plans
- Health & Welfare Plans
- Employee Benefit Plans: Administration and Compliance
- Employee Benefit Plans and the Employment Relationship
- Equity Compensation

FINANCE

- Acquisition Finance
- Asset-Based Lending
- Bankruptcy in Finance
- Debt Capital Markets
- Quarantiles
- Islamic Finance
- Lending: General
- Project Finance and Development
- Real Estate Finance
- Regulatory: Finance
- Securitization and Structured Finance
- Security
- Swaps and Derivatives

GOVERNMENT PRACTICE: FEDERAL

- General Federal Practice
- Information Law
- Labor & Employment
- Procurement & Fiscal Law

GOVERNMENT PRACTICE: STATE & LOCAL

- Government Administration
- Liability & Litigation
- Public Finance & Economic Development
- Regulations & Zoning

HEALTH CARE

- Clinical Trials & Research
- Fraud, Abuse & Compliance
- Payment & Reimbursement
- Patient Privacy & Security
- Health Care Entity Formation & Governance
- General Health Care

INTELLECTUAL PROPERTY & TECHNOLOGY

- Copyright
- General IP
- Information Technology
- Internet
- IP and IT in Corporate Transactions
- Patent Counseling & Transactions
- Patent Litigation
- Privacy and Data Security
- Right of Publicity
- Trademarks
- Trade Secrets

LABOR & EMPLOYMENT

- Contracts
- Corporate Transactions and Bankruptcy
- Immigration
- Discipline and Internal Investigations
- Discrimination, Harassment and Retaliation
- Employee Data, Monitoring and Privacy
- Employment Litigation
- Health and Safety
- Leave Law
- Policies and Procedures
- Recruitment and Hiring

- Restrictive Covenants, Confidentiality and IP
- Termination, Layoffs and Plant Closings
- Unions
- Wage and Hour Law

LITIGATION

- Antitrust Litigation
- Appeals
- Arbitration
- Class Actions
- Commencement and Pleadings
- Discovery and Evidence
- Employment Litigation
- General Litigation
- Intellectual Property Litigation
- Judgment
- Motions
- Other Specialist Litigation
- Removal
- Securities Litigation and Enforcement
- Trial and Post-Trial
- White Collar Crime & Investigations

REAL ESTATE

- Commercial Finance
- Commercial Leasing
- Commercial Ownership
- Construction
- Real Estate Finance
- Real Estate in Corporate Transactions
- Residential Leasing
- Residential Ownership

TRUSTS & ESTATES

- Wills
- Revocable Trusts
- Irrevocable Trusts
- Trust Administration
- Taxation of Trusts & Estates
- Special Needs Planning
- Charitable Planning
- Powers of Attorney for Property
- Health Care Planning
- General Trusts & Estates

CROSS-PRACTICE COLLECTIONS

- Financial Services
- Life Sciences
- Startups & Small Businesses

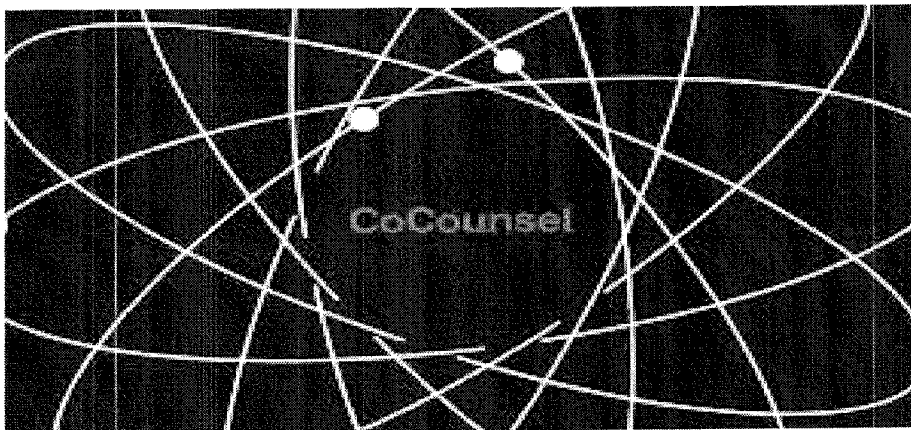
☆ Practical Law Government Resource Center

Substantive Law Toolkits

Antitrust Basics for State and Local Government
 Asserting Eminent Domain
 Bankruptcy Basics for Government
 Capital Improvement Project Construction
 Commercial Contracts for State and Local Government
 Coronavirus Response for Government
 Employee Handbook for State and Local Government Employers
 Federal Antidiscrimination Laws for State and Local Government Employers
 Federal Fiscal Law Appropriations Basics **NEW!**
 Federal Public Sector Employment Law
 First Amendment Compliance for Government Attorneys
 Freedom of Information Act Toolkit
 Ground Leasing for State and Local Government
 HIPAA for Public Sector Entities
 Intellectual Property Basics for Government
 Legal Aid Practice Toolkit
 Local Government Ordinances
 New Local Government Attorneys **NEW!**
 Privacy and Data Security for Government Agencies
 Public Protest and Demonstration Response and Regulation **NEW!**
 Purchasing and Selling Real Estate for State and Local Government

Litigation Toolkits

Attorney-Client Privilege and Work Product Doctrine: Public-Sector Litigation
 Bifurcation, Consolidation, Joinder, and Transfer
 Commencing a Federal Lawsuit
 Depositions
 Document Discovery
 Document Requests in Federal Court
 Document Review and Production in Federal Court
 E-Discovery
 Engaging and Managing Outside Counsel
 Expert Witnesses
 Injunctive Relief
 Interrogatories in Federal Court
 Litigation Holds
 Motions - Discovery
 Motions - Dispositive
 Motions - Non-Dispositive
 Post-Judgment Motion
 Practice Area Essentials: Litigation
 Preserving Documents and Electronically Stored Information **NEW!**
 Requests for Admission in Federal Court
 Responding to a Complaint



Overview of CoCounsel

CoCounsel Core for government legal departments is the only cutting-edge “professional grade” generative AI legal assistant in the market crafted by Thomson Reuters. Our professional-grade assistant brings the power of generative AI to complete the task at hand, from within the products you use every day. It’s at your side every step of the way, ready to perform sophisticated research, analyze dense and voluminous information, and produce a variety of content—in minutes. Think of CoCounsel as a trusted colleague to whom you can confidently delegate complex work, ready to help 24/7/365.

Most important for a solution professionals can count on—and what we mean by “professional-grade”—is that it addresses concerns regarding the safe and responsible use of generative AI in their work. CoCounsel is rooted in our market-leading, verified databases of content, understands professional standards, and can deliver reliable results at superhuman speed. And most important, it’s encrypted end-to-end, so your data—and your client’s data—remains private and secure. This is professional-grade generative AI.

CoCounsel KEY SKILL CAPABILITIES:

TIMELINE CREATION

CoCounsel’s skills empower it to read through emails, letters, filings and other documents to quickly to create a timeline of events complete with links to the source documents. Saving hours on typically painstaking, manual work by automating the timeline creation.

COMPARE DOCUMENTS

Identify similarities, differences, and favorability across multiple documents. CoCounsel can focus on various aspects of the documents and generates a table of answers with supporting citations. Compare Document is a particularly valuable skill to help you quickly analyze dense, long documents. For example, determine favorability between different agreements, contracts and settlement option. Assess version changes between policies, contracts, etc. as they go through revisions. It will help you gain critical insights in the documents and make recommendations to stakeholders more quickly and with confidence.

SUMMARIZE DOCUMENTS

Delivers concise summaries of complex documents, allowing government legal professionals to understand and digest large volumes of information rapidly. Explain complex or lengthy filings and legislation to stakeholders. Be prepared and work with confidence by being able to understand lengthy complex documents quickly.

SEARCH A DATABASE

Upload a database of files – for example, a repository of emails, a brief bank, discovery documents or set of contracts. Enter request into the search bar and find any document within the database that's responsive to the request. CoCounsel will find the needle in the haystack faster by looking for synonyms and related legal concepts.

REVIEW DOCUMENTS

Rapidly analyzes uploaded documents, CoCounsel will provide specific answers with page citations. CoCounsel will read every word in the document, this is not a key word search. Search transcripts and statements for inconsistencies. Ensure increase accuracy by examining every word to capture critical information.

CONTRACT DATA EXTRACTION

CoCounsel allows users to ask questions about set of contracts and quickly receive answers and find relevant clause. It performs a word-by-word review of every contract in a set and provides the language and hyperlink to the answer. Track critical deadlines, commercial terms and important dates. Identify any red flags or potential unfair provision in the contract. Pinpoint coverage within insurance policy and more. Optimize workflows by streamlining contract review processes for faster work product turnaround.

CONTRACT POLICY COMPLIANCE

Efficiently identifies and highlights conflicts, explains disparities and suggest edited versions to align clauses to bring a contract into alignment with the customer's policies. Identify contracts that do not comply with the policies from a playbook. Find and fix risks in a set of contracts based on policies or rules they should follow. Boost precision and expedite work while reducing errors and inconsistencies.

DRAFT DEPOSITION QUESTIONS

CoCounsel helps you identify topics and questions to prepare for upcoming depositions, interview and other investigative projects. Gain a strategic edge by considering all angles on how to approach depositions and negotiations.

DRAFT A CORRESPONDENCE

CoCounsel will help you draft emails, internal or external memos, letters to opposing counsel, and demand letters in a legal professional unique tone and word choices. Feel reassured that your correspondence's is saying exactly what it needs to be said.

WESTLAW PRECISION AI RESEARCH

While on CoCounsel you can ask it a legal question and it will work with Westlaw Precision AI to bring back answer with hyperlinks to where Westlaw Precision AI found its information. Save time by not having to jump back and forth from one platform to another platform. **Legal professional must have a subscription to Westlaw Precision AI.*

CoCounsel DRAFTING KEY SKILL CAPABILITIES:

CoCounsel LITIGATION

CoCounsel Drafting for litigators skills will enable attorneys to upload their own documents directly at the point of review in Word. CoCounsel Drafting will use those uploaded documents to provide suggested Interrogatories, Requests for Production of Documents, Requests for Admission, or Responses in the form of objections in a matter of minutes. Saving the attorney time and giving them a great start to complying with discovery obligations.

MANAGE AND FINALIZE CITATIONS

Automatically identify and organize legal authority citations from your text to ensure accuracy and efficiency in legal document preparation. Format and add links to citations with confidence, quickly validate authorities and build a table of authorities in minutes, not hours.

CoCounsel TRANSACTION

CoCounsel Drafting will revolutionize your drafting process with a comprehensive end-to-end solution. Easily find the best starting point, confidently use generative AI within your drafting workflow, quickly be able to draft a full contract (coming 2025), detect document changes, and format and finalize documents with ease.

FIND A STARTING POINT

Find the best starting point by searching across your own repositories or SharePoint to find your template directly from with CoCounsel Drafting.

CLAUSE FINDER

Access the best gold standard clause language drafted and kept current from Practical Law. Find relevant clause drawn from SEC agreements and get recent examples of how companies have represented their interests or deal terms similar clauses or agreements. * *Legal professional must have a subscription to Westlaw Practical Law Dynamic.*

DRAFT AND MODIFY CLAUSES

Draft and modify clauses throughout your drafting process with your own created playbook. *See below.* Use generative AI paired with Practical Law content within the CoCounsel AI assistant to improve your clause language.

* *Legal professional must have a subscription to Westlaw Practical Law Dynamic.*

CREATE AND MANAGE PLAYBOOKS

Easily create preferred and required clause language and negotiation guidance to be used throughout your agency. The playbooks can be shared throughout the agency that contain master policies and clauses.

CONTRACT COMPARISON WITH DEVIATION DETECTION

Automate redlining by comparing contracts to find deviations. Utilize against created playbooks to spot missing clause language. Quickly and easily find tracked and untracked changes from others.

ANALYZE DOCUMENT FOR ERROR

Runs the document against a programmatic set of rules that detects the structure of a transactional document to determine common transactional drafting errors.

FORMAT

Checking the document's formatting, such as fonts, spacing, and margins, against an organization's particular style.

PRICING - OFFER DETAILS

Option 1: Westlaw Precision AI Research with CoCounsel Core

Proposed Solution: Westlaw National Primary Precision AI Research with <u>CoCounsel Core</u> , Analytical Plus Collection, Litigation Collection	
Number of Users: 147 Attorneys, up to 147 non-Attorneys	
Period of Performance	Monthly Charge
*Promotion: From date of process thru 12/31/2025	\$0.00 per month
Year 1	\$20,237 per month

*Agreement must be signed by July 31, 2025

Option 2: Westlaw Precision AI Research with CoCounsel Core and CoCounsel Drafting

Proposed Solution: Westlaw National Primary Precision AI Research with <u>CoCounsel Core</u> , <u>CoCounsel Drafting</u> , Analytical Plus Collection, and Litigation Collection	
Number of Users: 147 Attorneys, up to 147 non-Attorneys	
Period of Performance	Monthly Charge
*Promotion: From date of process thru 12/31/2025	\$0.00 per month
Year 1	\$25,694 per month

*Agreement must be signed by July 31, 2025

Option 3: Westlaw Precision AI Research with CoCounsel Core, CoCounsel Drafting and Practical Law Dynamic

Proposed Solution: Westlaw National Primary Precision AI Research with <u>CoCounsel Core</u> , <u>CoCounsel Drafting</u> , <u>Practical Law Dynamic</u> , Analytical Plus Collection and Litigation Collection	
Number of Users: 147 Attorneys, up to 147 non-Attorneys	
Period of Performance	Monthly Charge
*Promotion: From date of process thru 12/31/2025	\$0.00 per month
Year 1	\$26,784 per month

*Agreement must be signed by July 31, 2025

WEST ORDER FORM-ProFlex
for WestlawPRO, Software
and Practice Solutions Customers
 2900 Ames Crossing Rd, Suite 100
 Eagan, MN 55121
 Tel: 651/687-8000



Thomson Reuters™

Check West account status below as applicable:		Rep Name & Number <u>Yvonne Guillotte, 0041775</u>		*** R E Q U I R E D ***
New ☐				
Existing with no changes ☐		Existing with changes ☐ (Permanent name change must attach a Customer Name Change Form)		
Acct #	<u>1000681530</u>	Quote #		
		PO #		
		Date	<u>6/9/2025</u>	
Name/Customer <u>ALBANY COUNTY ATTORNEY</u>		Bill To Acct #		
Order Confirmation Contact Name <u>Jeffery Jamison</u>				
E-Mail <u>jeffery.jamison@albanycountyny.gov</u>				
Password Contact Name (for password delivery) <u>Jeffery Jamison</u>				
E-Mail <u>jeffery.jamison@albanycountyny.gov</u>				
Time and Billing Contact Name				
E-Mail				
MSA Jurisdiction Contract # Option #				
Permanent Address Change ☐ One-Time Ship To ☐ Additional Ship To ☐ Additional Bill To ☐				I F N E E D E D
Name Attn:				
Address Suite/Floor				
City State County Zip				

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "wc" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions (available here: <http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions. This Order Form is subject to our approval.

ProFlex Products						
Full Svc #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Quantity *	Monthly Banded Rate	Other	Total Monthly Charges	Minimum Term (Months)
40757482	ProFlex	147			\$19,990.00	12
Notes:						

* Fill in the maximum number of Passwords, Users, Seats, FTEs, Students, Terminals, CD/Conc. Patron Users, Active Legal Holds, and Quantity of Additional Storage.

Total Monthly Charges (initial Term) \$ \$19,990.00

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Pricing Attachment (#1113) to the Order Form. You are also responsible for all Excluded Charges as defined below.

If you previously subscribed under a Special Offer Amendment/Exhibit the effective date of this Order Form is the first day of the month following the date we process your order.

If you elect to terminate any of your ProFlex Products and/or locations, the Total Monthly Charges will not be adjusted.

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

The ProFlex Addendum/Attachment includes a list of your ProFlex Products, billing allocation method, and applicable locations you elected. Additional attachments include the list of your personnel to whom passwords are to be issued and other data applicable to your order. For concurrent Patron Access customers at multiple locations, the concurrent access will be limited by the quantity of Patron Access users by location, as identified on the ProFlex Addendum/Attachment.

	Banded Products Subscriptions	
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You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Internal Corporate Use Only		BND
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Technical Contact for Westlaw Patron Access

Technical Contact Name (please print): _____

Telephone: _____

E-Mail Address: _____

Current Account #: _____

Patron Access: IP Address: _____

One IP Address per terminal. Additional pages may be attached if needed.

IP Address Range: _____

* Orders submitted without IP Address information may delay set up and access

For Internal Office Use Only

OF Instructions: Max Concu = # of terms/Eml to WTC/Blk Ancil/1 term = 5 atty = 1 pw/Tech cont = 59

	ProFlex Renewals	
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Sub Matl #	ProFlex, WestlawPRO, Software and Practice Solutions Products	Initial Renewal Year Monthly Charges	Renewal Effective Date	Renewal Term (Months)

Monthly Charges for the Initial Renewal Year are set forth above, and begin on your Renewal Effective Date. The Renewal Term will continue for the number of months identified in the Renewal Term column above. If your Renewal Term is longer than 12 months, then your Monthly Charges for each year of the Renewal Term are displayed in the Pricing Attachment (Form #1113) to the Order Form.

Your subscription will automatically renew at the end of the Renewal Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term begins. You are also responsible for all Excluded Charges. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Online/CD-ROM Products to be Lapsed		
Full Svc #	Online/CD-ROM Products	Account #/Location
See ProFlex Attachment		

	Westlaw Roaming	
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If you access Westlaw regulated data, you receive roaming access by default. Roaming access permits users located outside your designated IP address range to access Westlaw regulated data. We may block roaming access at our option. You may choose to block roaming access by initialing below.

Initial to block roaming access

	Miscellaneous	
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1. **Applicable Law.** If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.
2. **Excluded Charges.** If you access Westlaw data or Practice Solutions services that are not included in your subscription you will be charged our then current rate. Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located at <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-westlaw.pdf> and <http://legalsolutions.com/schedule-a-concourse-case-notebook-hosted>. Excluded Charges may change after at least 30 days written or online notice.
3. **Charges, Payments & Taxes.** You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.
4. **Credit Verification.** If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.
5. **Returns and Refunds.** You may return a print or CD-ROM product to us within 45 days of the original shipment date if you are not completely satisfied. Assured Print Pricing, Library Savings Plan, West Complete, Library Maintenance Agreements, ePack, WestPack, Westlaw, CLEAR, Monitor Suite, ProView eBook, Software, West LegalEdcenter, Practice Solutions, TREWS, Peer Monitor and Data Privacy Advisor charges are not refundable. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.
6. **Cancellation Notice.** Submit your notice of cancellation to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.
7. **Transportation Charges.** Print and CD-ROM Products are shipped F.O.B. origin. Transportation charges will be added for expedited shipments made at your request and for international product delivery. Expedited shipments and international product shipments will be charged at our then current carrier rate.

	Product Specific Terms	
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8. **Additional Terms for Services with Generative AI Skills:** The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/genai-terms>.
9. **CoCounsel Core and CoCounsel Drafting Product Specific Terms:** The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.
10. **Product Specific Terms.** The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at legalsolutions.com/ThomsonReuters-General-Terms-Conditions-PST.pdf. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- CD-ROM
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

11. **Drafting Tools Product Specific Terms.** The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <http://tr.com/drafting-tools-product-specific-terms>.

ACKNOWLEDGMENT

I warrant that I am authorized to accept these terms and conditions on behalf of Customer.

Printed Name _____

Title _____

Date _____

Signature X _____

West/CLEAR PROFLEX Attachment



Thomson Reuters™

Locations

Account #	Name	Address	City, State Zip	Allocation
1000681530***	ALBANY COUNTY ATTORNEY JEFFERY V JAMISON ESQ	112 STATE ST RM 600	ALBANY, NEW YORK 12207	22.1000
1000007135	ALBANY COUNTY OFFICE ALTERNATIVE PUBLIC DEFENDER	112 STATE ST RM 720	ALBANY, NEW YORK 12207	7.9300
1000009350	ALBANY COUNTY REGIONAL IMMIGRATION ASSISTANCE CENTER	112 STATE ST RM 830	ALBANY, NEW YORK 12207	1.4400
1000023662	ALBANY COUNTY ASSIGNED COUNSEL PROGRAM	112 STATE ST RM 720	ALBANY, NEW YORK 12207	2.1700
1000559056	ALBANY COUNTY PUBLIC DEFENDER STEPHEN W HERRICK	112 STATE ST FL 2	ALBANY, NEW YORK 12207	27.4800
1000681524	ALBANY COUNTY DISTRICT ATTORNEY ALBANY COUNTY JUDICIAL CTR	6 LODGE ST RM 401	ALBANY, NEW YORK 12207	38.8800

*** denotes primary location

West PROFLEX Products and Components

Service Number	Product Name	Quantity	User Type
43412997	CoCounsel 400 V2, Enterprise Access, Government	147	Attorney
42077755	Gvt - Analytical Plus for Government	147	Attorney
41933475	Westlaw Litigation Collection, Enterprise	147	Attorney
42074924	Drafting Assistant	6	Per Seat

Total Monthly Charge: \$19,990.00

Lapsed Online/CD by Location

Account #	Service Number	Product Name
1000681530	40757481	West Proflex
1000681530	30916878	CCSL PRO COCOUNSEL CORE V2 SEAT

Billing Method

Decentralized Billing by Customer Defined Allocation

Each participating account location with the subscriber firm/organization will receive a monthly invoice and usage report. Each location identified per the West PROFLEX Addendum will be invoiced based on a percentage allocation of the monthly rate assigned per the allocation indicated below.

RESOLUTION NO. 297

AUTHORIZING AN AGREEMENT WITH WEST PUBLISHING CORPORATION REGARDING WESTLAW LEGAL RESEARCH SERVICES SOFTWARE

Introduced: 8/11/25

By Law Committee:

WHEREAS, The County Attorney has requested authorization to enter into an agreement with West Publishing Corporation regarding Westlaw legal research services software in the amount of \$239,880 for the term commencing January 1, 2026 and ending December 31, 2026, and

WHEREAS, The County Attorney indicated that this agreement provides a license to conduct legal research for attorneys, paralegals, non-legal department heads, and other non-attorney staff in County government who have been granted authorized access, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with West Publishing Corporation, Egan, MN 55121 regarding Westlaw legal research services software in the amount of \$239,880 for the term commencing January 1, 2026 and ending December 31, 2026, and, be it further

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

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

ALBANY COUNTY SHERIFF'S OFFICE

230

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

June 20, 2025

Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

50
Dear Chairwoman Cunningham:

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

Authorization is requested to create one (1) full time Maintenance Mechanic III position at the Albany County Correctional Facility. This position is necessary to ensure the proper functioning and safety of our facility. This role involves routine inspections, preventative maintenance, basic repairs and responding to maintenance requests from jail staff. This request is budget neutral.

Should there be any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple, Sr.", written over the printed name and title.

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
Hon. Wanda F. Willingham, Deputy Chairwoman

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Request for Legislative approval for personnel adjustments at the Albany County Correctional Facility

..body

Date: June 17, 2025 Submitted By: Craig D. Apple, Sr.
 Department: Sheriff's Office Title: Sheriff
 Attending Meeting: Sheriff Craig D. Apple, Sr. Phone: 518-487-5440

Purpose of Request: Budget Amendment 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: Enter text.

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

Position necessary to ensure proper functioning and safety of the Correctional Facility.

APPROPRIATIONS

		ACCOUNT NO.		RESOLUTION DESCRIPTION		INCREASE	DECREASE	ANNUAL SALARY	POSTION	COMMENTS
A	3150	1	7021	003	390502	Maintenance Mechanic III	36,559		90,526.00	
A	3150	1	8124	003	390441	Building Maintenance Helper		33,925.00		Payroll check 8/6 delete
A	3150	1	7115	001	390417	Electrician		2,634.00		reduce
TOTAL APPROPRIATIONS						36,559.00	36,559.00			

ESTIMATED REVENUES

ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE	UNIT COST	COMMENTS
TOTAL ESTIMATED REVENUES		0.00	0.00		
GRAND TOTALS		36,559.00	36,559.00		

RESOLUTION NO. 298

AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: MAINTENANCE MECHANIC III POSITION

Introduced: 8/11/25

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to amend the 2025 Sheriff's Office Budget to create a full-time Maintenance Mechanic III position that will allow for the proper functioning and safety of the Albany County Correctional Facility, and

WHEREAS, The Sheriff has indicated that this request is budget-neutral, now, therefore, be it

RESOLVED, That the 2025 Sheriff's Office Budget is hereby amended as follows:

						APPROPRIATIONS													
		ACCOUNT NO.				RESOLUTION DESCRIPTION				INCREASE		DECREASE		ANNUAL SALARY		POSTION CONTROL #		COMMENTS	
A	3150	1	7021	003	390502	Maintenance Mechanic III		36,559						90,526.00				Payroll check 8/6	
A	3150	1	8124	003	390441	Building Maintenance Helper				33,925.00								delete	
A	3150	1	7115	001	390417	Electrician				2,634.00								reduce	
						TOTAL APPROPRIATIONS		36,559.00		36,559.00									
						ESTIMATED REVENUES													
		ACCOUNT NO.				RESOLUTION DESCRIPTION				DECREASE		INCREASE		UNIT COST		COMMENTS			
						TOTAL ESTIMATED REVENUES		0.00		0.00									
						GRAND TOTALS		36,559.00		36,559.00									

and, be it further

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

ALBANY COUNTY SHERIFF'S OFFICE

234

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

June 20, 2025

Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

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

Legislative approval is requested to create five (5) full time Deputy Sheriff positions within the Albany County Sheriff's Office. These positions are necessary to meet additional requested security for Court Security, School Resource Officer and Department of Social Security. This request is budget neutral.

Should there be any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple, Sr.", written over the printed name and title.

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
Hon. Wanda F. Willingham, Deputy Chairwoman

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Request for Legislative approval for personnel adjustments at the Albany County Sheriff's Office

..body

Date:	June 17, 2025	Submitted By:	Craig D. Apple, Sr.
Department:	Sheriff's Office	Title:	Sheriff
Attending Meeting:	Sheriff Craig D. Apple, Sr.	Phone:	518-487-5440

Purpose of Request: Budget Amendment 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: Enter text.

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

Positions necessary to meet additional requested security

APPROPRIATIONS

ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	ANNUAL SALARY	POSTION		COMMENTS
						CONTROL #		
A 3110	1 4138 110	379307	82,200					
A 3110	1 4138 111	379308	82,200					
A 3110	1 4138 112	379309	82,200					
A 3110	1 4138 113	379310	82,200					
A 3110	1 4138 114	379311	82,200					
A 3110	1 4138 006	370057		41,400.00			Reduction	
A 3110	1 4138 021	370072		39,000.00			Reduction	
A 3110	1 4138 034	370085		35,000.00			Reduction	
A 3110	1 4138 062	370113		49,000.00			Reduction	
TOTAL APPROPRIATIONS			411,000.00	164,400.00				

ESTIMATED REVENUES

		ACCOUNT NO.		RESOLUTION DESCRIPTION	DECREASE		INCREASE		UNIT COST		COMMENTS	
A	3110	01521	03331									
A	3110	01521		SRO Reimbursement			82,200.00					
A	3110	03331		Security Service Unified Court			164,400.00					
				TOTAL ESTIMATED REVENUES			0.00					
				GRAND TOTALS			411,000.00					
								411,000.00				

RESOLUTION NO. 299

AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: DEPUTY SHERIFF POSITIONS

Introduced: 8/11/25

By Public Safety Committee and Lockart:

WHEREAS, The Albany County Sheriff has requested authorization to amend the 2025 Sheriff's Office Budget to create five full-time Deputy Sheriff positions to address the additional requested security for Court Security, School Resource Officer and Department of Social Security, and

WHEREAS, The Sheriff has indicated that this request is budget-neutral, now, therefore, be it

RESOLVED, That the 2025 Sheriff's Office Budget is hereby amended as follows:

						APPROPRIATIONS								
			ACCOUNT NO.				RESOLUTION DESCRIPTION		INCREASE	DECREASE	ANNUAL SALARY	POSTION CONTROL #	COMMENTS	
A	3110	1	4138	110	379307		Deputy Sheriff		82,200					
A	3110	1	4138	111	379308		Deputy Sheriff		82,200					
A	3110	1	4138	112	379309		Deputy Sheriff		82,200					
A	3110	1	4138	113	379310		Deputy Sheriff		82,200					
A	3110	1	4138	114	379311		Deputy Sheriff		82,200					
A	3110	1	4138	006	370057		Deputy Sheriff			41,400.00		Reduction		
A	3110	1	4138	021	370072		Deputy Sheriff			39,000.00		Reduction		
A	3110	1	4138	034	370085		Deputy Sheriff			35,000.00		Reduction		
A	3110	1	4138	062	370113		Deputy Sheriff			49,000.00		Reduction		
							TOTAL APPROPRIATIONS		411,000.00	164,400.00				
							ESTIMATED REVENUES							
			ACCOUNT NO.				RESOLUTION DESCRIPTION		DECREASE	INCREASE	UNIT COST	COMMENTS		
A	3110		01521				SRO Reimbursement			82,200.00				
A	3110		03331				Security Service Unified Court			164,400.00				
							TOTAL ESTIMATED REVENUES		0.00	246,600.00				
							GRAND TOTALS		411,000.00	411,000.00				

and, be it further

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

ALBANY COUNTY SHERIFF'S OFFICE

238

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

June 18, 2025

Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

JO
Dear Chairwoman Cunningham:

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

Legislative approval is requested to extend a Professional Services Agreement between Albany County and CFG Medical Services, PLLC to provide comprehensive medical care to the inmate population at the Correctional Facility. This extension represents the fourth of (5) five one-year renewal options as outlined in the current agreement. The total cost of this request for the year 2025 would be \$5,743,317.00. This is a zero percent increase compared to 2024 and is reflected in the 2025 Correctional Facility Requested Budget.

I believe it is imperative to provide quality health care to the inmate population at the Correctional Facility. Therefore, without reservation, I recommend continuing this agreement with CFG Medical Services, PLLC.

Should there be any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple, Sr.".
Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
Hon. Wanda F. Willingham, Deputy Chairwoman

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Request for Legislative approval for renewal of Inmate Medical Care at the Correctional Facility

..body

Date: June 17, 2025 Submitted By: Craig D. Apple, Sr.
 Department: Correctional Facility Title: Sheriff
 Attending Meeting: Sheriff Craig D. Apple, Sr. Phone: 518-487-5440

Purpose of Request: Contract Authorization 01/01/2025-12/31/2025

CONTRACT TERMS/CONDITIONS:**Party Names and Addresses:**

CFG Medical Services 771 E. Route 70, Suite D-125 Marlton, New Jersey 08053

Term: (Start/end date or duration) 01/01/2025-12/31/2025

Amount/Raise Schedule/Fee: 5,743,317.00

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: A93150.44251

Appropriation Amount: 5,743,317.00

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☒ No ☐

If Mandated, Cite Authority: NYCRR Section 7010 Health Standards

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: 358 OF 2025

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

To provide comprehensive medical care to the inmate population at the Correctional Facility.

RESOLUTION NO. 358**AUTHORIZING AN AGREEMENT WITH CFG MEDICAL SERVICES
REGARDING MEDICAL CARE AT THE ALBANY COUNTY
CORRECTIONAL FACILITY**

Introduced: 6/10/24

By Public Safety Committee:

WHEREAS, By Resolution No. 305 for 2021, this Honorable Body authorized a five-year agreement with CFG Medical Services regarding medical care for incarcerated individuals at the Albany County Correctional Facility, and

WHEREAS, The Albany County Sheriff has requested authorization to enter into the third year of this five-year agreement for medical care for incarcerated individuals at the Albany County Correctional Facility with CFG Medical Services in an amount not to exceed \$5,743,317 for the term commencing January 1, 2024 and ending December 31, 2024, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into the third year of a five-year agreement for medical care for incarcerated individuals at the Albany County Correctional Facility with CFG Medical Services, Marlton, NJ 08053 in an amount not to exceed \$5,743,317 for the term commencing January 1, 2024 and ending December 31, 2024, and, be it further

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

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

Adopted by unanimous vote - 6/10/24

RESOLUTION NO. 300

**AUTHORIZING AN AGREEMENT WITH CFG MEDICAL SERVICES
REGARDING MEDICAL CARE AT THE ALBANY COUNTY
CORRECTIONAL FACILITY**

Introduced: 8/11/25

By Public Safety Committee:

WHEREAS, By Resolution No. 305 for 2021, this Honorable Body authorized a five-year agreement with CFG Medical Services regarding medical care for incarcerated individuals at the Albany County Correctional Facility, and

WHEREAS, The Albany County Sheriff has requested authorization to enter into the fourth year of this five-year agreement for medical care for incarcerated individuals at the Albany County Correctional Facility with CFG Medical Services in an amount not to exceed \$5,743,317 for the term commencing January 1, 2025 and ending December 31, 2025, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into the fourth year of a five-year agreement for medical care for incarcerated individuals at the Albany County Correctional Facility with CFG Medical Services, Marlton, NJ 08053 in an amount not to exceed \$5,743,317 for the term commencing January 1, 2025 and ending December 31, 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.

ALBANY COUNTY SHERIFF'S OFFICE

242

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

June 17, 2025

Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Re: Request for Legislative Action
Budget Amendment

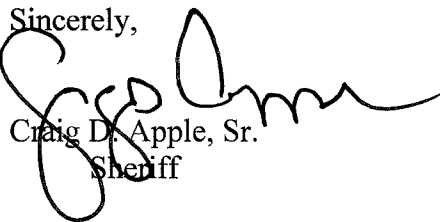
JO
Dear Chairwoman Cunningham:

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

Legislative approval is required in order to allow the Albany County Sheriff's Office to move funds in the amount of \$35,000.00 from ambulance reserve account to the active budget for the purchase of a used Fire Apparatus 2021 Chevy Tahoe from Bellevue Fire District #9. We have attached a budget amendment reflecting this change.

Should there be any questions, please do not hesitate to call.

Sincerely,


Craig D. Apple, Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Request for Legislative approval to transfer funds from EMS reserve to 2025 Active Budget

..body

Date:	June 17, 2025	Submitted By:	Craig D. Apple, Sr.
Department:	Sheriff's Office	Title:	Sheriff
Attending Meeting:	Sheriff Craig D. Apple, Sr.	Phone:	518-487-5440

Purpose of Request: Budget Amendment 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: 671 of 2024

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

This \$35,000 transfer will be used to purchase a fire apparatus 2021 Chevy Tahoe.

APPROPRIATIONS

ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	DEPARTMENT NAME
A9	3110 2 2400	AUTOMOBILES	35,000.00		SHERIFF'S OFFICE
TOTAL APPROPRIATIONS			35,000.00		

REVENUES

ACCOUNT NO.		RESOLUTION DESCRIPTION	INCREASE	DECREASE	DEPARTMENT NAME
A	A 00890	RESERVE EMS AMBULANCE FUND		35,000.00	SHERIFF'S OFFICE
GRAND TOTALS			35,000.00	35,000.00	



County of Albany
Albany, NY 12207

PHONE
(518) 447-7140
FAX
(518) 447-5588

Purchase Order

Fiscal Year 2025

Page: 1 of: 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.

Purchase Order #

2769

Delivery must be made within doors of specified
destination.

Government purchase orders are acceptable in lieu of exemption
certificate - retain for proof.

Tax ID# 14-6002563

Vendor

BELLEVUE FIRE DISTRICT 9
511 COMO PARK BLVD
CHEEKTOWAGA, NY 14227

Bill To

ALBANY COUNTY SHERIFF
HON CRAIG D APPLE
16 EAGLE ST COURT HOUSE RM
79
ALBANY, NY 12207

Ship To

ALBANY COUNTY SHERIFF
HON CRAIG D APPLE
16 EAGLE ST COURT HOUSE RM
79
ALBANY, NY 12207

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
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31100318

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
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06/10/2025

34101

SHERIFF

NOTES

The Above Purchase Order Number Must Appear On All Correspondence -
Packing Sheets And Bills Of Lading

ITEM#	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	Fire Apparatus 2021 Chevy Tahoe	1.0	EACH	\$35,000.00	\$35,000.00
	GL Account: A9311033 - 22400 - 10000			\$35,000.00	
	Commodity Code: 07006				

GL SUMMARY

A9311033 - 22400 - 10000

\$35,000.00

By: Pamela O'Neill
Authorized Signature

Direct all questions regarding this purchase order to:
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820, Albany, NY 12207
DLI 518 447 7140 CY 518 447 5588

VENDOR COPY

Total Ext. Price	\$35,000.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
PO Total	\$35,000.00

Harris, Tina

From: noreply@albany.mycontract.com
Sent: Monday, June 9, 2025 3:50 PM
To: Harris, Tina
Subject: EXTERNAL Contract Executed

Caution: This email originated from outside of Albany County. Do not click links or open attachments unless you recognize the sender and know the content is safe. If this email appears suspicious, please submit it using the Phish Alert Button in Outlook.

External sender <noreply@albany.mycontract.com>
 Make sure you trust this sender before taking any actions.

This is an automated email from Albany County's
 Contract Management System (<http://albany.mycontract.com>).
 DO NOT REPLY TO THIS EMAIL.

All required approvals / signatures for the following contract have been collected. The status of this contract has been changed to "executed."

Vendor: Bellevue Fire District #9
 Contract: Purchase Fire Apparatus 2021 Chevy Tahoe
 Department:
 Sheriff's Office A3110

Start Date: 06/15/2025
 End Date: 06/14/2026
 Type: new

This is an automated email from Albany County's
 Contract Management System (<http://albany.mycontract.com>).
 DO NOT REPLY TO THIS EMAIL.

RESOLUTION NO. 301

AMENDING THE 2025 SHERIFF'S OFFICE BUDGET: FIRE APPARATUS VEHICLE PURCHASE

Introduced: 8/11/25

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested an amendment to the 2025 Sheriff's Office Budget in order to transfer \$35,000 from the reserve fund line to the Automobile line to complete the purchase of a used Fire Apparatus 2021 Chevy Tahoe, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the 2025 Sheriff's Office Budget is hereby amended as follows:

				APPROPRIATIONS				
ACCOUNT NO.				RESOLUTION DESCRIPTION		INCREASE	DECREASE	DEPARTMENT NAME
A9	3110	2	2400	AUTOMOBILES		35,000.00		SHERIFF'S OFFICE
				TOTAL APPROPRIATIONS		35,000.00		
				REVENUES				
ACCOUNT NO.				RESOLUTION DESCRIPTION		INCREASE	DECREASE	DEPARTMENT NAME
A	A		00890	RESERVE EMS AMBULANCE FUND			35,000.00	SHERIFF'S OFFICE
				GRAND TOTALS		35,000.00	35,000.00	

and, be it further

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

ALBANY COUNTY SHERIFF'S OFFICE

248

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

July 7, 2025

Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

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

Legislative approval is requested to allow the Albany County Sheriff's Office to amend a grant contract with the New York State Division of Homeland Security and Emergency Services (DHSES) for the FY2022 Hazardous Materials Targeted Grant Program. Approval is sought to authorize the Sheriff's Office to move \$8,350.00 from budget line A93110.2.2750.HAZ22 to A93110.4.4046.HAZ22. This action will enable the most efficient use of the grant funding.

The term of this contract will also be extended from 36 months to 53 months from April 1, 2024 to August 31, 2026.

This grant was previously approved in 2024 under Resolution No. 355.

Should there be any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple".

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
Hon. Wanda F. Willingham, Deputy Chairwoman

RESOLUTION NO. 355

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2022 HAZMAT GRANT AND AMENDING THE 2024 SHERIFF'S OFFICE BUDGET

Introduced: 6/10/24
By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to and enter into an agreement with the New York State Division of Homeland Security and Emergency Services regarding the fiscal year 2022 Hazardous Materials (HazMat) Grant in an amount of \$171,750 for a term commencing April 1, 2024 and ending August 31, 2025, and

WHEREAS, The Sheriff has indicated that the Sheriff's Office will act as fiduciary to provide the HazMat teams in Albany, Rensselaer, Saratoga, and Schenectady Counties with funding for training, equipment acquisition, equipment calibration and maintenance costs, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the 2022 HazMat Grant funding into the 2024 Sheriff's Office Budget, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Division of Homeland Security and Emergency Services regarding the fiscal year 2022 Hazardous Materials Grant in an amount of \$171,750 for a term commencing April 1, 2024 and ending August 31, 2025, and, be it further

RESOLVED, That the 2024 Sheriff's Office Budget is amended as follows:

Increase Revenue Account A3110 0 3306 Homeland Security by \$171,750

Increase Appropriation Account A3110.2 by \$100,000 by increasing Line Item A3110 2 2750 Security Equipment by \$100,000

Increase Appropriation Account A3110.4 by \$71,750 by increasing Line Item A3110 4 4046 Fees for Services by \$71,750

and, be it further

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

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

Adopted by unanimous vote - 6/10/24

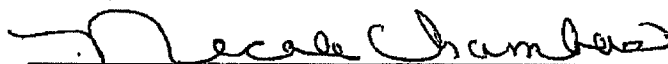
A. Joyce abstained.

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 10th day of June, 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 11th day of June, 2024.



Clerk, Albany County Legislature

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Legislative approval to amend the FY22 Hazardous Materials Targeted Grant Program

..body

Date:	June 26, 2025	Submitted By:	Craig D. Apple, Sr.
Department:	Sheriff's Office	Title:	Sheriff
Attending Meeting:	Sheriff Craig D. Apple, Sr.	Phone:	518-487-5440

Purpose of Request: Amending prior Legislation 04/01/2024 – 08/31/2026

CONTRACT TERMS/CONDITIONS:**Party Names and Addresses:**

NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue Building 7A, Suite 710, Albany N.Y. 12242

Term: (Start/end date or duration) 04/01/2024 – 08/31/2026

Amount/Raise Schedule/Fee:

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:	0
State:	100%	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: #355 of 2024

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

Amend prior resolution to adjust the budget amendment and extend the term of contract

2025 BUDGET AMENDMENT

RESOLUTION NO. BTCH		ACCOUNT NO.				APPROPRIATIONS	INCREASE	DECREASE
						RESOLUTION DESCRIPTION		
	A9	3110	2	2750	HAZ22	SECURITY EQUIPMENT		8,350.00
	A9	3110	4	4046	HAZ22	FEEES FOR SERVICES	8,350.00	
TOTAL APPROPRIATIONS							8,350.00	8,350.00

REVENUES

RESOLUTION NO. BTCH	ACCOUNT NO.	RESOLUTION DESCRIPTION	DECREASE	INCREASE
				0.00
		TOTAL REVENUES	0.00	0.00
		GRAND TOTALS	8,350.00	8,350.00

RESOLUTION NO. 302

AMENDING RESOLUTION NO. 355 FOR 2024 REGARDING THE 2022 HAZARDOUS MATERIALS GRANT AND AMENDING THE 2025 SHERIFF'S OFFICE BUDGET

Introduced: 8/11/25

By Public Safety Committee:

WHEREAS, By Resolution No. 355 for 2024, this Honorable Body authorized an agreement with the New York State Division of Homeland Security and Emergency Services regarding the fiscal year 2022 Hazardous Materials Grant in an amount of \$171,750 for a term commencing April 1, 2024 and ending August 31, 2025, and

WHEREAS, The Albany County Sheriff has requested authorization to amend the agreement to reflect a term ending August 31, 2026 rather than August 31, 2025, and

WHEREAS, The Sheriff has also requested a budget amendment to enable the most efficient use of the grant funding, now, therefore, be it

RESOLVED, By the Albany County Legislature that Resolution No. 355 for 2024 is amended to reflect a term ending August 31, 2026 rather than August 31, 2025, and, be it further

RESOLVED, That the 2025 Sheriff's Office Budget is hereby amended as follows:

					APPROPRIATIONS			
					ACCOUNT NO.	RESOLUTION DESCRIPTION		INCREASE DECREASE
A9	3110	2	2750	HAZ22	SECURITY EQUIPMENT			8,350.00
A9	3110	4	4046	HAZ22	FEES FOR SERVICES		8,350.00	
					TOTAL APPROPRIATIONS		8,350.00	8,350.00
					REVENUES			
					ACCOUNT NO.	RESOLUTION DESCRIPTION		DECREASE INCREASE
								0.00
					TOTAL REVENUES		0.00	0.00
					GRAND TOTALS		8,350.00	8,350.00

and, be it further

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

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

ALBANY COUNTY SHERIFF'S OFFICE

256

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

July 8, 2025

Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

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

Legislative approval is requested to allow the Albany County Sheriff's Office to apply for, accept and spend grant funding from the NYS Canal Corporations reimbursement for expenses related to patrolling the waterways within Albany County which are contiguous to the New York State Canal System. The award is for \$8,000.00 with a \$2,000.00 match.

The term of this contract will be April 1, 2025 through March 31, 2026.

This grant was previously approved in 2024 under Resolution No. 357.

Should there be any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple, Sr.", written over the printed name and title.
Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
Hon. Wanda F. Willingham, Deputy Chairwoman

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Legislative approval to apply, accept the New York State Canal System

..body

Date:	June 26, 2026	Submitted By:	Craig D. Apple, Sr.
Department:	Sheriff's Office	Title:	Sheriff
Attending Meeting:	Sheriff Craig D. Apple, Sr.	Phone:	518-487-5440

Purpose of Request: Contract Authorization 04/01/2025 – 03/31/2026

CONTRACT TERMS/CONDITIONS:**Party Names and Addresses:**

NYS Canal Corporation 30 South Pearl Street, Albany N.Y. 12207-2058

Term: (Start/end date or duration) 04/01/2025-03/31/2026

Amount/Raise Schedule/Fee: \$8,000 w/\$2,000 match

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: 25%

State: 75% Local: 0

County Budget Accounts:

Revenue Account and Line: A33110.03315

Revenue Amount: Enter text.

Appropriation Account and Line: Personnel Expense Lines

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: #357 of 2024

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

This grant will assist in expenses related to patrolling the waterways within Albany County.



NY Power Authority | Canal Corporation

KATHY HOCHUL
Governor

JOHN R. KOELMEL
Chairman

JUSTIN E. DRISCOLL
President and Chief Executive Officer

BRIAN U. STRATTON
Director, Canal Corporation

May 14, 2025

Hon. Craig D. Apple, Sheriff
Albany County Sheriff's Office
County Court House
Albany, NY 12207

Re: 2025 Canal Patrol Grant – Albany County

Dear Sheriff Apple:

Congratulations! I am pleased to inform you that your application for the New York State Canal Corporation Canal Patrol Matching Grant Program has been selected and approved for the requested amount of \$8,000.00 in reimbursable funding from the NYS Canal Corporation.

The term of the contract will run from April 1, 2025 thru March 31, 2026. To make your award final, it will be necessary to execute a contract between the Albany County Sheriff's Office and the NYS Canal Corporation. That contract is enclosed. The contract must be approved and signed by both parties before any reimbursement can be provided. Receipts and other supporting documentation will be required in order to process any reimbursement.

If you have any questions or concerns regarding this grant, please contact Ted Westerling at (518) 461-0942 or ted.westerling@canals.ny.gov.

Once again, congratulations on your selection.

Sincerely,

Brian U. Stratton
Director

Enclosure

RESOLUTION NO. 357**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE CANAL CORPORATION REGARDING REIMBURSEMENT FOR MARINE PATROL SERVICES**

Introduced: 6/10/24

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to and enter into an agreement with the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2024 and ending March 31, 2025, and

WHEREAS, The Sheriff has indicated that this funding, which requires a 25% County match, will be used to recuperate a portion of the funds spent patrolling Albany County waterways which are contiguous to the New York State Canal System, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to and enter into an agreement with the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2024 and ending March 31, 2025, and, be it further

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

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

Adopted by unanimous vote - 6/10/24

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 10th day of June, 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 11th day of June, 2024.


Clerk, Albany County Legislature

RESOLUTION NO. 303

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE CANAL CORPORATION REGARDING REIMBURSEMENT FOR MARINE PATROL SERVICES

Introduced: 8/11/25

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to and enter into an agreement with the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2025 and ending March 31, 2026, and

WHEREAS, The Sheriff has indicated that this funding, which requires a 25% County match, will be used to recuperate a portion of the funds spent patrolling Albany County waterways which are contiguous to the New York State Canal System, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to submit a grant application to and enter into an agreement with the New York State Canal Corporation regarding reimbursement for marine patrol services in the amount of \$8,000 for the term commencing April 1, 2025 and ending March 31, 2026, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

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

July 3, 2025

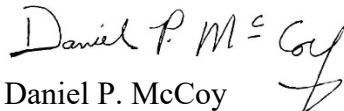
Honorable Joanne Cunningham, Chairwoman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

The Department of Management & Budget respectfully requests a one year no-cost extension of the Department of Justice FY2022 COSSAP Grant for the Albany LEAD Program. This grant carries a balance of \$690,260 and requires one additional year to fully spend down the award.

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
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6652, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

One year no-cost extension for Dept of Justice FY2022 COSSAP Grant for LEAD Program

Date: June 6, 2025
Department: Management & Budget
Attending Meeting: Kate Pauly
Submitted By: Kate Pauly
Title: Grants Coordinator
Phone: 518-447-7029

Purpose of Request: Contract Authorization October 1, 2025 - September 30, 2026

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses: US Department of Justice
Enter text.

Term: (Start/end date or duration) October 1, 2025 - September 30, 2026

Amount/Raise Schedule/Fee: \$690,260.06

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:	0
State:	0	Local:	0

County Budget Accounts:

Revenue Account and Line:	A41340.04398.COS22
Revenue Amount:	\$690,260.06
Appropriation Account and Line:	A94310.44092.COS22
Appropriation Amount:	\$690,260.06

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 2022-491

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

One year no-cost extension of Dept of Justice FY2022 COSSAP Grant for LEAD Program. This grant carries a balance of \$690,260 and will require one additional year to fully spend down the award. Current sub-award balances include Trinity Alliance \$84,486.42, Catholic Charities \$313,237.90, SUNY Research Foundation \$130,108.10, Albany County \$162,427.64.

RESOLUTION NO. 491

**AUTHORIZING AN AGREEMENT WITH THE UNITED STATES
DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS
REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND
SUBSTANCE ABUSE PROGRAM**

Introduced: 12/5/22

By Public Safety Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The County Executive has indicated that such funding will be used to support Albany LEAD (Law Enforcement Assisted Diversion) program's new initiative, "Growing LEAD: Increasing Operational Capacity to Improve and Expand Service in Albany County" by adding four case managers and a part time Data Analyst to strengthen its data analysis collection and expansions with regard to Albany Police Department's arrest and diversion data, Catholic Charities' data on characteristics and experiences, and LEAD data from other participation municipalities, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 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.

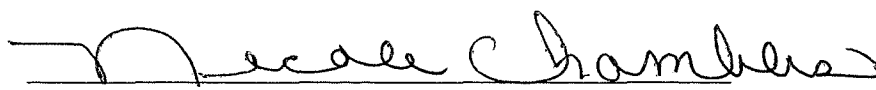
Adopted by unanimous vote – 12/5/22

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 5th day of December, 2022, 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 6th day of December, 2022.


Clerk, Albany County Legislature

Award Letter

September 30, 2022

Dear Patrick Alderson,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by ALBANY COUNTY OFFICE BUILDINGS for an award under the funding opportunity entitled 2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program. The approved award amount is \$1,260,648.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of

the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program (COSSAP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal

action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name

Orbin

Middle Name

Last Name

Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

ALBANY, COUNTY OF

UEI

H16ACDZQPYM4

Street 1

112 STATE ST

Street 2

RM 260

City

ALBANY

State/U.S. Territory

New York

Zip/Postal Code

12207

Country

United States

County/Parish

Province

Award Details

Federal Award Date

9/30/22

Award Type

Initial

Award Number

15PBJA-22-GG-04489-COAP

Supplement Number

00

Federal Award Amount

\$1,260,648.00

Funding Instrument Type

Grant

Assistance Listing Number	Assistance Listings Program Title
---------------------------	-----------------------------------

16.838

Comprehensive Opioid, Stimulant, and Substance Abuse Program

Statutory Authority

34 U.S.C. 10701. Any awards under this solicitation would be made under statutory authority provided by the Department of Justice Appropriations Act, 2022 (Pub. L. No. 117-103, 136 Stat. 49, 127).

I have read and understand the information presented in this section of the Federal Award Instrument.

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2022 BJA FY 22 Comprehensive Opioid, Stimulant, and Substance Abuse Site-based Program

Application Number

GRANT13654887

Awarding Agency

OJP

Program Office

BJA

Grant Manager Name

Aja Pappas

Phone Number

[202-532-5212](tel:202-532-5212)

E-mail Address

Aja.C.Pappas@usdoj.gov

Project Title

Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County

Performance Period Start Date

10/01/2022

Performance Period End Date

09/30/2025

Budget Period Start Date

10/01/2022

Budget Period End Date

09/30/2025

Project Description**Expansion, Clinical Support and Evaluation: Building LEAD Further in Albany and Albany County, NY**

Albany County (NY) seeks a Category 1b award of \$1,260,648 to support expansion of, new clinical capacity for, and comprehensive evaluation of Albany Law Enforcement Assisted Diversion. This award would support law enforcement deflection and diversion (at 100%), an embedded social worker or clinician at intercepts identified using the Sequential Intercept Model, and a field-initiated project bringing together justice and a behavioral health practitioner (both at 29%).

New, dedicated clinical capacity within the Albany County Department of Mental Health, designed in the context of Sequential Intercept Model analysis, would be added to serve LEAD clients with substance use disorders, in response to longstanding gaps in such services. A robust program of external evaluation would be provided through a partnership with the University at Albany's School of Public Health, paired with enhanced data analysis and reporting across the initiative. Such evaluation will identify barriers to program implementation; assess program acceptability and benefits from the community perspective; and assess whether the program leads to desired outcomes.

Findings are expected to add significantly to existing literature on engagement among individuals with substance use disorders who are justice-involved, and individuals who are unlikely to participate in office-based clinical services, as well as previous research on the LEAD concept which is now in effect in more than 60 U.S. localities. Expansion would include adoption of LEAD in two or more additional municipalities and addition of social contact referrals, a second pathway into LEAD to go beyond pre-arrest diversions that have been in place in the City of Albany since 2016. With this change and expansion to additional jurisdictions, proposed funding would allow an increase of approximately 75 additional clients. Among other benefits, this expansion is expected to advance racial equity by facilitating an increased emphasis on referrals of Black individuals, who historically have represented 60 percent or more of arrests in Albany but only 38 percent of all diversions. Case management is provided by Catholic Charities Care Management Services, which has been serving Albany LEAD clients since 2016 and engages in a range of harm reduction-based programs on behalf of New York State and other funders.

I have read and understand the information presented in this section of the Federal Award Instrument.

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

1

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2022)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2022, are set out at <https://www.ojp.gov/funding/Explore/FY22AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

2

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2022 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2022 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2022 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

4

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

5

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator

or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2020, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

7

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to

imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or - unenforceable, such provision shall be deemed severable from this award.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

10

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

11

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable

provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

12

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

13

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

14

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

15

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

17

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

18

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients

("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a

federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes

references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

24

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

25

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with

respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

27

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly

must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

29

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

30

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

31

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

32

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

33

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

34

Applicants must ensure that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

35

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

36

Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at <https://justicegrants.usdoj.gov/training/training-entity-management>.

37

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

38

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

39

Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages,

the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

40

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41

The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

42

Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

43

Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the

Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

44

Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

45

The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

46

The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

47

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

48

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are

required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

49

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.

50

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

[Load more](#)

I have read and understand the information presented in this section of the Federal Award Instrument.

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official
Deputy Assistant Attorney General

Name of Approving Official
Maureen Henneberg

Signed Date And Time
9/26/22 2:58 PM

Authorized Representative

Declaration and Certification

Entity Acceptance

Title of Authorized Entity Official
Deputy County Executive

Name of Authorized Entity Official
Daniel Lynch

Signed Date And Time
10/25/2022 1:31 PM

RESOLUTION NO. 304

AMENDING RESOLUTION NO. 491 FOR 2022 REGARDING THE COMPREHENSIVE OPIOID, STIMULANT, AND SUBSTANCE ABUSE PROGRAM

Introduced: 8/11/25

By Public Safety Committee and Pedo:

WHEREAS, By Resolution No. 491 for 2022, this Honorable Body authorized an agreement with the United States Department of Justice, Office of Justice Programs regarding the Comprehensive Opioid, Stimulant, and Substance Abuse Program in an amount of \$1,260,000 for a term commencing October 1, 2022 and ending September 30, 2025, and

WHEREAS, The County Executive has requested authorization to amend the agreement to reflect a term ending September 30, 2026 rather than September 30, 2025 to allow for the award to be fully spent down, now, therefore, be it

RESOLVED, That Resolution No. 491 for 2022 is amended to reflect a term ending September 30, 2026 rather than September 30, 2025, and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
VETERANS SERVICE BUREAU
420 WESTERN AVE
ALBANY, NEW YORK 12211

SCOTT LESLIE
DIRECTOR

ADMINISTRATION: (518) 447-7710
FAX NUMBER: (518) 447-7714

WWW.ALBANYCOUNTYNY.GOV/DEPARTMENTS/VETERANS-SERVICE-
BUREAU/

June 20, 2025

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

Dear Chairwoman Cunningham,

The Albany County Veterans Bureau has expanded its scope of services and reach into the Albany County community, straining the current staffing structure. The purpose of this request to Legislation is to allow for the creation of a Temporary Help position to better support the work of the department. The department seeks to take a Veteran Service Officer I personnel line and convert it to a Temporary Help line. The Temporary Help position would address immediate workload demands, particularly in processing claims and supporting outreach efforts.

Please advise if there are any questions.

Sincerely

Scott Leslie
Director
Albany County Veterans Service Bureau

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6668, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Request for budget amendment for a Personnel position in the Veterans Bureau

Date: 6/24/2025

Department: Veterans Bureau

Attending Meeting: Scott Leslie, Director

Submitted By: Karen Ziegler

Title: Grants Specialist

Phone: 518-447-7103

Purpose of Request: Budget Amendment

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:

A96510 19970

Appropriation Amount:

\$17589

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 Veterans Bureau strives to be flexible and responsive to the veterans in our community. The department seeks to take a Veteran Service Officer I personnel line and convert it to a Temporary Help line. This will allow the department to better utilize per diem staffing to meet the needs of the community. The Temporary Help position would address immediate workload demands, particularly in processing claims and supporting outreach efforts. There are periods of time that require more intensive staffing than others and this modification will allow for the department to direct staff around the community's specific needs.

USE WHOLE NUMBERS ONLY

BUDGET LINE				DESCRIPTION		INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				
A9	6510	19970	10000			Temporary Help	\$17,589		Veterans Service Bureau
A9	6510	11927	10000	001	480011	Veteran Service Officer I		\$17,589	Veterans Service Bureau

TOTAL APPROPRIATIONS	\$17,589	\$17,589
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ESTIMATED REVENUES

USE WHOLE NUMBERS ONLY

BUDGET LINE				DESCRIPTION		DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY					
				STATE POS. CODE	POSITION CONTROL				

TOTAL REVENUES	\$0	\$0
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GRAND TOTAL	\$17,589	\$17,589
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RESOLUTION NO. 305

AMENDING THE 2025 VETERANS BUREAU BUDGET: PERSONNEL ADJUSTMENTS

Introduced: 8/11/25

By Public Safety Committee:

WHEREAS, The Director of the Veterans Service Bureau has requested authorization to amend the 2025 Veterans Service Bureau Budget to create a Temporary Help line to allow the Department to better use per diem staffing to meet the needs of the community, and

WHEREAS, The Director has indicated the Temporary Help line would address immediate workload demands, particularly in processing claims and supporting outreach efforts, now, therefore, be it

RESOLVED, That the 2025 Veterans Service Bureau Budget is hereby amended as follows,

BUDGET LINE						DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
A9	6510	19970	10000			Temporary Help	\$17,589		\$17,589	Veterans Service Bureau
A9	6510	11927	10000	001	480011	Veteran Service Officer I		\$17,589	\$35,087	Veterans Service Bureau
						TOTAL APPROPRIATIONS	\$17,589	\$17,589		
ESTIMATED REVENUES										
BUDGET LINE						DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY						
				STATE POS. CODE	POSITION CONTROL					
						TOTAL REVENUES	\$0	\$0		
						GRAND TOTAL	\$17,589	\$17,589		

and, be it further

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

ALBANY COUNTY SHERIFF'S OFFICE

296

CRAIG D. APPLE, SR.
SHERIFF



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

MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

AWAITING AWARD
LETTER THIS WEEK
WILL INCLUDE
ONCE RECEIVED

July 7, 2025

Honorable Joanne Cunningham
Legislative Chairwoman
112 State Street, Room 710
Albany, New York 12207

Dear Chairwoman Cunningham:

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

Legislative approval is requested to allow the Albany County Sheriff's Office to apply for, accept and spend grant funding from the NYS Division of Criminal Justice Services (DCJS), Gun Involved Violence Elimination XII Initiative (GIVE).

The City of Albany Police Department is the applicant for these grant funds which are then divided between the Albany Police Department, Albany County District Attorney's Office, Albany County Probation and our office.

The award amount for our office is \$430,110.00. These funds will assist with the costs involved in having an individual assigned, full time to the Capital Region Crime Analysis Center (CRCAC) located in Albany as well as with the costs associated having individuals assigned to our Albany detail as it relates to the GIVE XII Initiative. There are no matching funds associated with this grant.

The term of this contract will be 12 months from July 1, 2025 to June 30, 2026.

This grant was previously approved in 2024 under Resolution No. 476.

Should there be any questions, do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple".
Craig D. Apple, Sr.
Sheriff

RESOLUTION NO. 476

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE 2024 GUN INVOLVED VIOLENCE ELIMINATION GRANT AND AMENDING THE 2024 SHERIFF'S OFFICE BUDGET

Introduced: 8/12/24

By Public Safety Committee:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination (GIVE) Initiative in the amount of \$375,000 for the term commencing July 1, 2024 and ending June 30, 2025, and

WHEREAS, The Sheriff has indicated that the GIVE Initiative is a partnership between the Sheriff's Office, New York State Division of Criminal Justice Services, the Albany County District Attorney's Office, the Probation Department, and the City of Albany Police Department and that funding will assist with the costs involved in having a full-time individual assigned to the Albany-based Capital Region Crime Analysis Center, as well as individuals assigned to the Sheriff's Albany Detail as it relates to the GIVE Initiative, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the aforementioned funding, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is authorized to submit a grant application to and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination Initiative in the amount of \$375,000 for the term commencing July 1, 2024 and ending June 30, 2025, and, be it further

RESOLVED, That the 2024 Sheriff's Office Budget is hereby amended as follows:

				APPROPRIATIONS			
ACCOUNT NO.		RESOLUTION DESCRIPTION		INCREASE	DECREASE		
A3 3110	1	9900 GIVE24	OVERTIME	345,000.00		CREATE	
A3 3110	2	2750 GIVE24	SECURITY EQUIPMENT	30,000.00		CREATE	
TOTAL APPROPRIATIONS				375,000.00	0.00		
				REVENUES			
ACCOUNT NO.		RESOLUTION DESCRIPTION		DECREASE	INCREASE		
A3 3110		03334 GIVE24	OPERATION GIVE		375,000.00	CREATE	
TOTAL REVENUES				0.00	375,000.00		
GRAND TOTALS				375,000.00	375,000.00		

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 - 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 14th day of April, 2025, 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 22nd day of April, 2025.

Debra Chambers

Clerk, Albany County Legislature

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Legislative approval to apply, accept the Gun Involved Violence Elimination (GIVE) XII Initiative.

..body

Date:	June 26, 2025	Submitted By:	Craig D. Apple, Sr.
Department:	Sheriff's Office	Title:	Sheriff
Attending Meeting:	Sheriff Craig D. Apple, Sr.	Phone:	518-487-5440

Purpose of Request: Contract Authorization 07/01/2025-06/30/2026

CONTRACT TERMS/CONDITIONS:**Party Names and Addresses:**

Division of Criminal Justice Services

1220 Washington Avenue Building 7A, Suite 710, Albany N.Y. 12242

Term: (Start/end date or duration) 07/01/2025-06/30/2026

Amount/Raise Schedule/Fee:

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: 0

State: 100% 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: #476 of 2024 & #134 of 2025

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

To accept state aid thru DCJS for funding of a full-time field intelligence officer assigned to Capital Region Analysis Center and members assigned to work Albany detail.

2025 BUDGET AMENDMENT

APPROPRIATIONS										
RESOLUTION NO.		BTCH		ACCOUNT NO.			RESOLUTION DESCRIPTION		INCREASE	DECREASE
	A9	3110	1	9900	GIVE25	OVERTIME		430,110.00		CREATE
TOTAL APPROPRIATIONS								430,110.00		0.00
REVENUES										
RESOLUTION NO.		BTCH		ACCOUNT NO.			RESOLUTION DESCRIPTION		DECREASE	INCREASE
	A3	3110		03334	GIVE25	OPERATION GIVE			430,110.00	CREATE
TOTAL REVENUES								0.00		430,110.00
GRAND TOTALS								430,110.00		430,110.00

Attn: Comptrollers Office - new project code - GIVE25



Division of Criminal Justice Services

KATHY HOCHUL
Governor

ROSSANA ROSADO
Commissioner

CILLIAN FLAVIN
Deputy Commissioner

Grant Award Notice

Grantee/Contractor: Albany County Sheriff's Office	Date: July 9, 2025
Program Name: Project GIVE (2025-26)	Award Amount: \$430,110. ¹
Signatory Name and Title: Craig Apple Sheriff	Term Dates: 7/1/25 – 6/30/26
Email: Craig.Apple@albanycountyny.gov	Contract Number: C485208
Program Description: 2025-26 DCJS Gun Involved Violence Elimination (GIVE) Initiative	
New York State Division of Criminal Justice Services (DCJS) Commissioner Rossana Rosado is pleased to provide funding to your county and agency to support the Gun Involved Violence Elimination (GIVE) initiative. The GIVE initiative is a critical component of the State's violence prevention and reduction strategy. Thank you for your partnership to help keep New Yorkers safe. Please find attached the approved budget for the funded agencies within your county. If you have any programmatic questions, please contact the DCJS Office of Public Safety (OPS) at LESAU@dcjs.ny.gov	
Grant Questions	
PRIMARY CONTACT Rob Frost Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518 485-2979 Email: Robert.Frost@dcjs.ny.gov	SECONDARY CONTACT Scott Lindgren Public Safety Grants Representative 2 NYS Division of Criminal Justice Services Office of Program Development and Funding Phone: 518 457-7780 Email: Scott.lindgren@dcjs.ny.gov

We look forward to working with you in our continued efforts to safeguard the health and safety of all New York residents and visitors.

^[1] The award amount listed above is contingent upon the completion and submission (as applicable) of all contractual obligations as well as approval by the NYS Division of Budget and execution of the grant contract by the NYS Office of the State Comptroller.

RESOLUTION NO. 306

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO AND AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE 2025 GUN INVOLVED VIOLENCE ELIMINATION GRANT AND AMENDING THE 2025 SHERIFF'S OFFICE BUDGET

Introduced: 8/11/25

By Public Safety Committee and Lane:

WHEREAS, The Albany County Sheriff has requested authorization to submit a grant application to and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination (GIVE) Initiative in the amount of \$430,110 for the term commencing July 1, 2025 and ending June 30, 2026, and

WHEREAS, The Sheriff has indicated that the GIVE Initiative is a partnership between the Sheriff's Office, New York State Division of Criminal Justice Services, the Albany County District Attorney's Office, the Probation Department, and the City of Albany Police Department, and that funding will assist with the costs involved in having a full-time individual assigned to the Albany-based Capital Region Crime Analysis Center, as well as individuals assigned to the Sheriff's Albany Detail as it relates to the GIVE Initiative, and

WHEREAS, The Sheriff has also requested a budget amendment to incorporate the aforementioned funding, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is authorized to submit a grant application to and enter into an agreement with the New York State Division of Criminal Justice Services regarding the Gun Involved Violence Elimination Initiative in the amount of \$430,110 for the term commencing July 1, 2025 and ending June 30, 2026, and, be it further

RESOLVED, That the 2025 Sheriff's Office Budget is hereby amended as follows:

2025 BUDGET AMENDMENT									
APPROPRIATIONS									
RESOLUTION NO.	BTCH	ACCOUNT NO.				RESOLUTION DESCRIPTION	INCREASE	DECREASE	
		A9	3110	1	9900	GIVE25	430,110.00		CREATE
						OVERTIME	430,110.00		
						TOTAL APPROPRIATIONS	430,110.00	0.00	
REVENUES									
RESOLUTION NO.	BTCH	ACCOUNT NO.				RESOLUTION DESCRIPTION	DECREASE	INCREASE	
		A3	3110		03334	GIVE25		430,110.00	CREATE
						OPERATION GIVE		430,110.00	
						TOTAL REVENUES	0.00	430,110.00	
						GRAND TOTALS	430,110.00	430,110.00	
Attn: Comptrollers Office - new project code - GIVE25									

and, be it further

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

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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
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

July 03, 2025

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

Chairwoman Cunningham,

The Albany County Executive's Office respectfully requests authorization to Re-Appoint Michael McGuire as the Director of Real Property Tax Service Agency to a six-year term starting on October 1, 2025 and ending September 30, 2031. Mr. McGuire's current term expires September 30, 2025. He has served admirably in this role, and has expressed interest in being reappointed as soon as this term ends.

If you have any questions please do not hesitate to contact my office.

Sincerely,

Daniel P. McCoy Albany County Executive

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6700, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Re-Appointment of Michael McGuire as Director of Real Property

Date: 07/10/2025
Department: County Executive
Attending Meeting: Jack Rosenzweig
Submitted By: Jack Rosenzweig
Title: Policy Analyst
Phone: 518-447-7043

Purpose of Request: Other (State if not Listed) Appointment

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Enter text.

Term: (Start/end date or duration) 10/01/2025- 09/30/2031
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: Enter text.
Revenue Amount: Enter text.
Appropriation Account and Line: A1355 11025 001 220001
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: Resolution No. 305 of 2018

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

Authorization to Re-Appoint Michael McGuire as the Director of Real Property Tax Service Agency to a six-year term starting on October 1, 2025 and ending September 20, 2031. Mr. McGuire's current term expires September 30, 2025 and has expressed interest in being reappointed as soon as his term ends.



**STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES**

Educational Services
W. A. Harriman Campus
Albany, New York 12227 -0801
www.tax.ny.gov
orpts.edservices@tax.ny.gov
Telephone (518) 474-1764
FAX (518) 435-8628

Continuing Education Status Report

report date: 11/29/2023

Michael McGuire
County Director/Assessor
County Office Building RP Tax Service
112 State Street, Room 1340
Albany, NY 12207
Email: Michael.McGuire@albanycountyny.gov

State Certified County Director: 10/20/2021
State Certified Assessor: 08/04/2015
State Certified Assessor, Advanced: 04/12/2022
State Certified Assessor, Professional: 09/20/2022
CE Begin Date: 10/01/2015

Current Continuing Education Year is October 1, 2023 - September 30, 2024

Continuing Education Year	Credits Awarded	Requirement Status
2020 / 2021	12	Met
2021 / 2022	12	Met
2022 / 2023	12	Met
2023 / 2024	12	Met
2024 / 2025	12	Met

You are not eligible for CE credit or reimbursement at this time. For courses completed on or after October 1, 2024, you will be eligible for a maximum of 12 CE credits.

Your ethics recertification requirement is satisfied for the current term of office.

Jurisdiction(s)

(SWIS: 010000) County of Albany
(SWIS: 422000) Town of Duanesburg

Course Date	Course, Seminar, or Conference	Hours Attended	Method	C.E. Credits Awarded
06/08/2011	Commercial Data Collection	12	classroom	N/A
06/10/2011	Data Collection, Fundamentals of	Basic	self-study	N/A
02/26/2014	Ethics and the Assessor	Basic	classroom	N/A
03/10/2014	Assessor Orientation	Basic	classroom	N/A
05/01/2014	BAR Training	3	classroom	N/A
06/24/2014	Agricultural Issues Facing Assessors	12	classroom	N/A
07/07/2014	Assessment Administration, Fundamentals of	Basic	web on-line	N/A
07/16/2014	(R-5) Basic Appraisal Principles	Basic	classroom	N/A
08/27/2014	(R-6) Basic Appraisal Procedures	Basic	classroom	N/A
09/15/2014	Farm Appraisal , Introduction to	Basic	classroom	N/A
09/23/2014	RPS V4 Introduction and Custom Reports	18	classroom	N/A
10/22/2014	(R-8) Resid Appraisal, Site Value & Cost	Basic	classroom	N/A
11/19/2014	(R-9) Residential Sales Comp. & Income	Basic	classroom	N/A
03/13/2015	One Day Seminar - Blueprints Reading &	6	classroom	N/A
08/04/2015	Mass Appraisal, Fundamentals of	Basic	classroom	N/A
09/17/2015	Lake Front Valuation Seminar	6	classroom	6

Continuing Education Status Report

report date: 11/29/2023

Michael McGuire (continued)

Course Date	Course, Seminar, or Conference	Hours Attended	Method	C.E. Credits Awarded
11/13/2015	Cellular Tower Valuation	6	classroom	6
02/05/2016	One Day Seminar - Not for Profit Exemptions	6	classroom	6
04/04/2016	Data Collection, Fundamentals of	30	classroom	6
12/02/2016	One Day Sem - Mini Course Modules	6	classroom	6
02/03/2017	One Day Seminar - Val. of Solar Panels	6	classroom	6
10/01/2017	Assessors Association Conference	12	classroom	12
08/30/2018	Land Valuation	12	classroom	0
10/01/2018	Assessors Association Conference	12	classroom	12
10/01/2019	Assessors Association Conference	12	classroom	12
02/07/2020	Ethics and the Assessor	Recert	classroom	0
10/05/2020	Assessors Association Conference	12	web on-line	12
01/18/2021	Assessment Administration, Fundamentals of	36	web on-line	0
06/10/2021	County Director Orientation	0	classroom	0
06/16/2021	Commercial and Industrial Appraisal	30	web on-line	0
10/18/2021	County Director Conference	12	web on-line	6
10/18/2021	Tax Mapping, Fundamentals of	3	classroom	3
10/20/2021	Tax Collection, Fundamentals of	3	classroom	3
12/06/2021	Course 101 - Real Property Appraisal, Fund. of	30	web on-line	0
02/18/2022	Course 402 - Tax Policy	30	classroom	0
03/11/2022	Course 102 - Income Approach to Valuation	30	classroom	0
03/14/2022	County Director Conference	12	classroom	0
04/12/2022	IAO Exam	0	classroom	0
09/20/2022	Professional Designation: IAO	5	classroom	0
10/11/2022	County Director Conference	12	classroom	12
02/27/2023	County Director Conference	12	classroom	0
03/17/2023	Course 300 - Mass Appraisal, Fundamentals of	33	classroom	0
10/23/2023	County Director Conference	12	classroom	12

!!!! END OF REPORT !!!!!

RESOLUTION NO. 386

**CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF THE REAL
PROPERTY TAX SERVICE AGENCY**

Introduced: 9/9/19

By Personnel Committee and Mr. Ward:

RESOLVED, By the Albany County Legislature, pursuant to Section 302(c) of the Albany County Charter, that the appointment of Maggie A. Alix of Green Island, NY as Director of the Albany County Real Property Tax Service Agency is hereby confirmed by the Albany County Legislature, to serve for a term ending September 30, 2025 in accordance with the provisions of Section 2505 of the Albany County Charter and Section 1530(1) of the Real Property Tax Law, at a salary as appropriated in the Annual County Budget, 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 – 9/9/19



DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

October 31, 2024

Mr. Daniel McCoy
County Executive
Albany County
112 State St, Rm 1200
Albany, NY 12207

Re: Request to be reappointment as Director of the Real Property Tax Service Agency

Mr. McCoy,

Thank you for the opportunity to serve Albany County as the Director of the Real Property Tax Service Agency. My legislative appointment as the Director of the Real Property Tax Service Agency expires on September 30, 2025. I would very much like to continue serving the people of Albany County. I respectfully request that I be reappointed to a six-year term in accordance with Real Property Tax Law §1530. The next term of office is October 1, 2025 – September 30, 2031.

Over the last four years I have made a dedicated effort to capitalize on all available opportunities to better myself with the goal to better serve the residents of Albany County. In addition to my previous training as an assessor, I have successfully completed the course of student to earn my New York State professional designation of State Certified County Director. NYS law requires that county directors complete their certification within four years of their initial appointment, I was able to earn my certification within a year of my appointment. Additionally, in September of 2022 I earned the Institute of Assessing Officers of the New York State Assessors Association designation of Professional Assessor further demonstrating my commitment to my profession and the people of our county.

Since my initial appointment I have been an active member of the New York State Association of County Directors of Real Property Tax Services (NYSACDRPTS). In 2022 I was nominated by my colleagues from across New York to serve on the executive board of the NYSACDRPTS. On October 22, 2024 I was installed as President of the NYSACDRPTS.

I am committed to my role in administering real property tax within Albany County. I look forward to continuing to provide a high standard of professional service to county property owners, our local government partners, and Albany County.

Sincerely,


Michael McGuire, IAO, CCD
Director of Real Property Tax Service Agency

MICHAEL MCGUIRE, CCD, IAO

PROFESSIONAL EXPERIENCE

Director of Real Property Tax Services

Nov. 2020 – Present

Albany County, Albany NY

- Manage Real Property Tax Service Agency with responsibility over all operations and staff.
- Extensive knowledge of real property tax laws, valuation practices and theory, deeds and real property records.
- Assist the general public in all matters regarding real property taxation, assessment practices, and real property tax exemptions.
- Counsel local assessors on procedures and policies related to equitable assessing and assessment administration.
- Ensure compliance with statutory mandated requirements including; annual tax maps maintenance, training of Board of Assessment Review members, training of local assessors, administer the correction of property tax bills, and serve on the Albany County Agricultural and Farmland Protection Board.
- Assistant the Albany County Legislature and local municipal partners with the annual Albany County tax levy apportionment and the calculation of associated tax rates.
- Instituted an internal CAD to ArcGIS tax mapping conversion project to modernize tax mapping workflow.
- Serve as lead for negotiation and execution of PILOT agreements for solar arrays within Albany County pursuant to RPTL §487 (9).
- Compile information related to changes in law related to real property tax exemptions which led to the adoption of local laws A, B, C, D and H for 2023 which expanded available real property tax exemptions for county residents.
- Coordinate with statewide counterparts to implement best practices related to real property taxation and assessment administration.

Appointed Sole Assessor

Feb. 2014 - Present

Town of Duanesburg, Duanesburg NY | 3,475 Parcels

May 2019 - Present

Town of New Scotland, Slingerlands NY | 4600 Parcels

Dec. 2018 – Jan. 2021

Town of Sand Lake, Sand Lake NY | 4007 Parcels

Feb. 2014 – Nov. 2020

Town of Saratoga, Schuylerville NY | 3,130 Parcels

Jan. 2018 – Dec. 2018

Town of Fort Ann, Fort Ann NY | 3,130 Parcels (Assistant Assessor)

Jan. 2015 – Dec. 2018

- Managed Assessor's offices for as many as three towns concurrently.

Peace Corps Volunteer

May 2007 - Aug. 2010

Peace Corps Belize, Belize Central America

EDUCATION

Bachelor of Science | Geography

2007

State University of New York, College at Oneonta, Oneonta, NY

- Concentration in Urban and Regional Planning.

CERTIFICATIONS, DESIGNATIONS, AND AWARDS

New York State Certified Assessor, Advanced

2022

New York State Certified County Director

2021

New York State Certified Assessor

2015

New York State Institute of Assessing Officers, Professional Assessor Designation

2022

Boy Scouts of America Eagle Scout Award

2002

PROFESSIONAL AND CIVIC AFFILIATIONS

New York State Association of County Directors of Real Property Tax Services

2020 - Present

President 2024, 1st Vice President 2023, 2nd Vice President 2022

Cub Scout Pack 232

2023 - Present

Glenmont, NY / Assistant Cubmaster and Den Leader

Planning Board Member

2016 - 2019 & 2024 - Present

Town of Coeymans, Ravena NY

RESOLUTION NO. 307

**CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF THE ALBANY
COUNTY REAL PROPERTY TAX SERVICE AGENCY**

Introduced: 8/11/25

By Personnel Committee:

RESOLVED, By the Albany County Legislature, pursuant to Section 302(c) of the Albany County Charter, that the appointment of Michael McGuire of New Scotland, NY as Director of the Albany County Real Property Tax Service Agency is hereby confirmed by the Albany County Legislature, to serve for a term commencing October 1, 2025 and ending September 30, 2031, in accordance with the provisions of Section 2505 of the Albany County Charter and Section 1530(1) of the Real Property Tax Law, at a salary as appropriated in the Annual County Budget, 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

MICHAEL P. McLAUGHLIN, JR.
DEPUTY COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF HUMAN RESOURCES
112 STATE STREET – SUITE 900
ALBANY, NY 12207
(518) 447-5510 – FAX (518) 447-5586
WWW.ALBANYCOUNTYNY.GOV

EMMA L. TEAGUE
COMMISSIONER

SHANNON L. COFFIL
DEPUTY COMMISSIONER

MEMORANDUM

TO: Hon. Joanne Cunningham, Chairwoman, Albany County Legislature

FROM: Shannon Coffil, Deputy Commissioner of Human Resources

DATE: 07/03/2025

RE: **RLA: Albany County Employee Benefits Advisory Services: Health Insurance Solutions Incorporated**

Attached please find the RLA to approve the contract with Health Insurance Solutions Incorporated as the Albany County Employee Benefits Advisor.

Health Insurance Solutions Incorporated was the selected bidder through the RFP process. Attached please find the RFP score charts.

Health Insurance Solutions Incorporated will conduct research and analysis of all benefit options and provide guidance to the County to implement and administer. Health Insurance Solutions Incorporated will negotiate and design plans (health insurance, pharmacy strategies and others) that strike a balance between minimal disruption, performance, and cost-optimization for Albany County.

The contract period shall be for a period of one year and shall commence on the date of the fully executed contract.

At the end of the initial one-year contract term upon mutual agreement of the County and Health Insurance Solutions Incorporated, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals.

Compensation to HISI is based off a savings-based compensation calculation. HISI is projecting a 1st year savings of \$14,526,000. If this estimate is correct, the performance fee of 35% would make the compensation to HISI \$5,084,312.

Please feel free to contact me with any additional questions you may have.

Sincerely,

Shannon Coffil
Deputy Commissioner of Albany County Human Resources

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Esq. Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6683, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Human Resources Department is Requesting Contract Authorization for Employee Benefit Advisory Services

Date: 07-07-2025
Department: Human Resources
Attending Meeting: Shannon Coffil and Emma Teague
Submitted By: Shannon Coffil
Title: Deputy Commissioner of Human Resources
Phone: 518-447-4869

Purpose of Request: Other (State if not Listed) Contract Authorization

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:

Health Insurance Solutions Inc. 114 West Broad Street Suit A Telford, PA 18969

Term: (Start/end date or duration) 1 year with 2 optional 1-year renewals
Amount/Raise Schedule/Fee: 0

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): 6

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) Human Resources is looking to approve the contract with Health Insurance Solutions Incorporated for Employee Benefit Advisory Services. Health Insurance Solutions Incorporated is a third- party that utilizes it expertise to help manage the various functions of the plans fiduciary and benefit management.

Health Insurance Solutions Incorporated will conduct research and analysis of all benefit options and provide guidance to the County to implement and administer.

Health Insurance Solutions Incorporated will negotiate and design plans (health insurance, pharmacy strategies and others) that strike a balance between minimal disruption, performance, and cost-optimization for Albany County



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: Shannon Coffil, Deputy Commissioner
Human Resources

FROM: Pamela O Neill *Pamela*
Purchasing Agent

DATE: June 24, 2025

RE: RFP#2025-075, Health Benefits Advisory Services

I am in receipt of your recommendation to award the aforementioned to Health Insurance Solutions.

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 Health Insurance Solutions.

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

RFP #2025-075: Health Benefits Advisory Services**Proposal Rating Worksheet****Proposer: Brown & Brown**

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		
		Rate	Score	Rate	Score	Rate	Score	
Proposer Qualifications and References	25%	4	1	4	1	4	1	
Client Support Capabilities	10%	4	0.4	4	0.4	4	0.4	
Member Services	10%	4	0.4	4	0.4	3.75	0.375	
Plan Design	20%	4.5	0.9	4	0.8	4.5	0.9	
System/Claims Adjudication Services	10%	5	0.5	4.5	0.45	4	0.4	
Administrative costs	25%	4	1	4	1	3.5	0.875	avg
TOTALS:			4.2		4.05		3.95	4.0667

NOTES:

Gallagher Benefits

RFP #2025-075: Health Benefits Advisory Services

Proposal Rating Worksheet

Proposer: Gallagher Benefits

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		
		Rate	Score	Rate	Score	Rate	Score	
Proposer Qualifications and References	25%	4	1	3.7	0.925	4.2	1.05	
Client Support Capabilities	10%	4	0.4	3.7	0.37	4	0.4	
Member Services	10%	4	0.4	3.7	0.37	3.8	0.38	
Plan Design	20%	4.5	0.9	4	0.8	4.3	0.86	
System/Claims Adjudication Services	10%	4	0.4	3.7	0.37	3.75	0.375	
Administrative costs	25%	4	1	3.7	0.925	3.5	0.875	avg
TOTALS:			4.1		3.76		3.94	3.9333

NOTES:

RFP #2025-075: Health Benefits Advisory Services

Proposal Rating Worksheet

Proposer: HISI Health Solutions

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		
		Rate	Score	Rate	Score	Rate	Score	
Proposer Qualifications and References	25%	4.5	1.125	4.5	1.125	5	1.25	
Client Support Capabilities	10%	4.5	0.45	4.5	0.45	4.2	0.42	
Member Services	10%	5	0.5	5	0.5	4.75	0.475	
Plan Design	20%	5	1	5	1	5	1	
System/Claims Adjudication Services	10%	4.5	0.45	4.2	0.42	4.5	0.45	
Administrative costs	25%	5	1.25	5	1.25	5	1.25	avg
TOTALS:			4.775		4.745		4.845	4.7883

NOTES:

RFP #2025-075: Health Benefits Advisory Services

Proposal Rating Worksheet

Proposer: Alera Group

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		
		Rate	Score	Rate	Score	Rate	Score	
Proposer Qualifications and References	25%	4	1	4	1	4	1	
Client Support Capabilities	10%	4.5	0.45	4.2	0.42	4	0.4	
Member Services	10%	4	0.4	3.7	0.37	4	0.4	
Plan Design	20%	4	0.8	4.2	0.84	4	0.8	
System/Claims Adjudication Services	10%	5	0.5	4.5	0.45	3.5	0.35	
Administrative costs	25%	4	1	4	1	3.5	0.875	avg
TOTALS:			4.15		4.08		3.825	4.0183

NOTES:

RFP #2025-075: Health Benefits Advisory Services

Proposal Rating Worksheet

Proposer: Locey & Cahill, LLC

	Weight	Reviewer 1		Reviewer 2		Reviewer 3	
		Rate	Score	Rate	Score	Rate	Score
Proposer Qualifications and References	25%	3.75	0.9375	3.75	0.9375	3.75	0.9375
Client Support Capabilities	10%	4	0.4	4	0.4	4	0.4
Member Services	10%	4	0.4	3.5	0.35	3.5	0.35
Plan Design	20%	4.5	0.9	4.2	0.84	4.2	0.84
System/Claims Adjudication Services	10%	4	0.4	4	0.4	3.75	0.375
Administrative costs	25%	5	1.25	4.75	1.1875	4.25	1.0625
TOTALS:			4.2875		4.115		3.965

avg
4.1225

NOTES:

Risk Strategies

RFP #2025-075: Health Benefits Advisory Services

Proposal Rating Worksheet

Proposer: Risk Strategies

	Weight	Reviewer 1		Reviewer 2		Reviewer 3		
		Rate	Score	Rate	Score	Rate	Score	
Proposer Qualifications and References	25%	4.5	1.125	4.5	1.125	4.2	1.05	
Client Support Capabilities	10%	5	0.5	4.75	0.475	4	0.4	
Member Services	10%	5	0.5	4.5	0.45	4	0.4	
Plan Design	20%	4.5	0.9	4	0.8	4.4	0.88	
System/Claims Adjudication Services	10%	4.5	0.45	4	0.4	4	0.4	
Administrative costs	25%	3.75	0.9375	3.75	0.9375	3.25	0.8125	avg
TOTALS:			4.4125		4.1875		3.9425	4.1808

NOTES:



Response Format Notice:

HISI Health Solutions respectfully acknowledges that the original structure of the RFP differs from the format outlined in **Section 7: Proposal Submissions**. In the interest of clarity and completeness, we have organized our response in a question-by-question format that mirrors the sequence and structure of the RFP as issued.

This approach facilitates straightforward cross-referencing and ensures that each inquiry is addressed directly and comprehensively. We appreciate your understanding and are confident that this format provides a clear, transparent, and well-organized submission for your review.

HISI Health Solutions, LLC

A handwritten signature in black ink, reading "Janette Pascina". The signature is written in a cursive style with a large, looping "J" and a circular flourish at the end.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY DEPARTMENT OF HUMAN RESOURCES



RFP#2025-075

EMPLOYEE BENEFIT ADVISORY SERVICES

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

Pamela O Neill
Albany County Purchasing Agent
112 State Street, *Room 1000*
Albany, New York 12207

RFP#2025-075
EMPLOYEE BENEFIT ADVISORY SERVICES

Proposer:
HISI Health Solutions, LLC
Nanette Poserina – Partner
114 West Broad Street, Suite C
Telford, PA 18969
610-615-5911



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

**TITLE: EMPLOYEE BENEFIT ADVISORY SERVICES
RFP NUMBER: 2025-075**

Receipt Confirmation Form

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

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

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

Company Name: HISI Health Solutions, LLC

Address: 114 W Broad Street, Suite C

City: Telford State: PA Zip Code: 18969

Contact Person: Nanette Poserina

Title: President

Phone Number: 610-615-5911 Fax Number: 610-615-5939 E-Mail: Nanettep@gethisi.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
Yes / ☒ No

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

Fax Number: _____ E-Mail Nanettep@gethisi.com

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

NON-PROPOSER RESPONSE

RFP #2025-075

EMPLOYEE BENEFIT ADVISORY SERVICES

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

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

Vendor Name: _____

Contact Person: _____

Vendor Address: _____

Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2025-75

Sealed Proposals for **Employee Benefit Advisory Services** as requested by Albany County Department of Human Resources will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, May 2, 2025 and or electronic submission Bid Net, Empire State Purchasing Group.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, starting by close of business (4:30 p.m.) on April 17, 2025.

Pamela O Neill
Purchasing Agent

Dated: **April 10, 2025**
Albany, New York

PUBLISH ONE DAY – **APRIL 17, 2025**-- THE EVANGELIST
PUBLISH ONE DAY – **APRIL 17, 2025** -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
EMPLOYEE BENEFIT ADVISORY SERVICES
ALBANY COUNTY DEPARTMENT OF HUMAN RESOURCES
RFP#2025-075

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking written proposals for a benefits consulting firm to provide Employee Benefit and Consulting Services related to the County of Albany.
- 1.2 The County of Albany is in need of a trusted broker/advisor to help manage the various functions of the plans fiduciary and benefit management.
- 1.3 Specifically, employer will select an experienced, detailed transparent and proactive advisor who can help plan managers including fiducieres with their specific duties in an unbiased fashion.

SECTION 2: RECEIPT OF PROPOSALS

- 21 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday May 2, 2025**, at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

Or electronic submission on BidNet Empire State Purchasing Group
<http://www.empirestatebidsystem.com>

- 22 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding

of the County's scope and objectives, methodology, and ability to complete services under the contract.

- 23 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 24 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 25 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP. Albany county also reserves the right to accept portions of proposals to package with other proposals submitted in response to this RFP.
- 26 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 27 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 28 Proposals will be examined and evaluated by **Albany County Department of Human Resources**.
- 29 During the evaluation of Proposals, the County may require clarification of information or oral interviews may be required by the County of Albany and are for the purposes of allowing the County of Albany to broaden their understanding of certain selected respondents. The oral interview is an opportunity for those firms which are seated to expand and discuss their written response.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

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

Response: HISI Health Solutions, LLC was founded with a mission to bring together medical and pharmacy benefit management in a truly collaborative way — an integrated approach that was ahead of its time. For over 24 years, we have served as a Preferred Benefit Administrator, TPA, and Benefit Consultant, introducing our clients to the most innovative, proven solutions emerging within the healthcare benefits ecosystem. As a private consulting firm, we are nimble and forward-thinking, delivering customized strategies without the constraints of quarterly earnings pressures from publicly traded or private equity-owned firms, or the commission-driven motives of large brokerages and regional offices.

We focus on self-funded prescription and medical plan models. 90% of our clients are self-funded utilizing various platforms, networks, and payment channels.

Our consultive services included:

- *Implementing a long-term risk management strategy*
- *Implementing point solutions for claim reductions*
- *Auditing prescription claims and claim administration*
- *Implementing Independent Prescription Drug contracts*
- *We specialize in self-funding prescription drug plans and bring full transparency to plan sponsors. The transparency we deliver removes the fraud, waste and abuse from the prescription drug environment.*
- *We specialize in negotiating fully insured medical programs and in creating self-funding medical plans that save our client's cost and bring additional value to their employees and members*
- *We also specialize in supporting all aspects of medical including components dental, vision, stop-loss etc.*

At HISI Health Solutions, LLC we bring the tools and resources necessary to provide best in class service to your employees and members and project to provide extraordinary savings over the next many years of our consulting partnership.

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

Response: Response: Nanette Poserina-President, Chris Szem -Healthcare Consultant, Dave Wikas-VP of Pharmacy. All of HISI's employees work in our Telford, PA office or may work remotely with daily office reviews.

Bios on team to service for Albany County

Bio: Nanette Poserina – President and CEO

Nanette Poserina brings over 44 years of expertise in the healthcare insurance industry, specializing in Employee Benefits. Over the course of her career, she has held executive leadership roles at Independence Blue Cross and served as a key marketing consultant for several prominent insurance consulting firms, where she designed health insurance plan solutions tailored for the Philadelphia region. Twenty-five years ago, she founded her own agency and third-party administrator (TPA), focused on delivering innovative strategies for cost management.

Bio: Chris Szem - Healthcare Consultant

Chris Szem is a highly experienced healthcare consultant with over 30+ years of expertise in the industry. Since 1994, Chris has been providing strategic consulting services in the healthcare space, with focus on self-funded healthcare plans and delivering transparent, cost-effective solutions to his clients. In 2018, Chris earned the prestigious Health Rosetta Certification, positioning him among the top 240 certified advisors in the United States. This certification underscores his commitment to transforming traditional health plans into High Performing Health Plans (HPHP), which deliver better employee benefits at 20% to 40% lower costs by eliminating fraud, waste, and abuse from the commercial health system.

Bio: Dave Wikas – National VP of Pharmacy

Dave Wikas, National VP of Pharmacy for HISI, has an extensive career spanning 30 years in the healthcare and pharmacy space. He has worked with CVS/Health and WellDyne, two of the top PBMs in the industry managing over \$880M in spend and specializes in developing innovative

programs tailored for large employer groups across the country. Dave brings a wealth of knowledge to customize programs and implement cost-saving solutions, leveraging his deep expertise to optimize healthcare and pharmacy benefits and enhance healthcare outcomes for members.

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

Response: Response: Nanette Poserina, President and CEO
HISI Health Solutions, LLC., 114 West Broad Street, Suite C, Telford, Pa 18969
Phone: 610.615.5911 or 1.877.939.4474 Fax: 610.615.5939 Web: www.gethisi.com

- 3.4 All benefit consulting firms submitting a proposal must:

a. be licensed to do business in all states as appropriate. Proof of E&O Coverage set at \$2,000,000 must be provided,

Response: HISI Health Solutions, LLC is fully licensed and will provide all required certifications and documentation upon the award of the contract.

b. have the expertise, licenses and resources to provide Employee Benefit Advisor services for The County of Albany's current and future operations,

Response: HISI Health Solutions, LLC Complies

c. consistently maintain and allocate sufficient staffing resources to provide timely service for The County of Albany's Employee Benefit Advisor service needs,

Response: HISI Health Solutions, LLC Agrees

d. maintain staff that are qualified and available to provide specialized technical expertise in various disciplines as necessary.

Response: HISI Health Solutions, LLC Agrees

e. Execute and adhere to the Plan Sponsor Bill of Rights (Exhibit A)

Response: HISI Health Solutions, LLC Agrees

f. Execute and adhere to Benefits Advisor Compensation Disclosure Form (Exhibit B) which discloses any direct or indirect compensation to you and/or your firm from any third-party vendors and/or insurance companies as they relate to The County of Albany's plan. The Disclosure Form at Exhibit B must be completed, executed, and submitted as part of the written proposal.

Response: HISI Health Solutions, LLC Agrees

Proposers may not contact the insurance marketplace nor discuss our account with underwriters until we have made our final Advisor selection.

- 3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

Response:

Dallas Group of America

Diane Tracy, VP Human Resources

Whitehouse Station NJ

908-534-7800

**EVS Metals Inc.
Lisa Carlson, CFO
Rivervale, NJ
973-839-4432**

- 3.6 Provide any additional information that would distinguish your firm in its service to Albany County.
HISI Health Solutions, LLC has been recognized among the Top 20 Employee Benefits Firms by the Philadelphia Business Journal. In addition, we earned a place on the Inc. 5000 list as one of the fastest-growing companies in the country. These honors reflect our commitment to innovation, service excellence, and sustained growth within the healthcare benefits industry. Our company has been Health Rosetta certified since 2017 making us qualified for supporting high performance health plans.

Additionally, HISI Health Solutions, LLC will provide:

- ***An independent data warehouse owned by the County of Albany***
- ***Auditing capabilities***
- ***White glove service model dedicated to best-in-class service. Our team has decades of experience supporting your benefit needs.***

- 3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

Response: Confirmed

- 3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

Response: HISI Health Solutions, LLC agrees to comply

SECTION 4: SCOPE OF SERVICES

Key Dates:

RFP Available- April 17th

Submit Response- May 2nd

Evaluation- May 5th through May 10th

Interview Finalists- May 20, 21, 22

Award Contract- June 1st

The above dates are tentative and are subject to change at the discretion of Albany County.

Successful candidates will demonstrate experience and success using data and analytics to strategically design a health services procurement strategy that acts only to benefit the needs of plan members and that furnishes consistent accountability for its functions.

Successful candidates will show experience working with commercial health plans and directly with provider groups, health systems, ASCs, ACOs and other entities that can fulfill the needs of the plan and its members. Demonstrated and verifiable experience with direct contracting is a bonus.

Employer is particularly interested in securing a relationship with brokers/advisors experienced with strategic health analytics platforms capable of both retrospectively and prospectively analyzing data resulting in actionable initiatives with measurable ROI. Special knowledge of population health and population health analytics is a bonus.

Successful candidates must demonstrate knowledge and experience strategically procuring and utilizing stop loss to limit risk and also knowledge of various payment models including APMs.

The County is particularly interested in having the successful broker/advisor find the facility for analyzing all plan documents for gag clauses and other deficiencies including language that contradicts other provisions of the plan. We want our advisor to help procure document management facility that ensures compliant amendments proactively and catalogs documents for the plan.

The broker/advisor shall help us with evaluative processes to select supply side solutions to the plan that offer contractual terms that are in the interests of our plan members. This includes digital health assets that can integrate and document their activity and accountability via our plan's analytics vendor. This evaluative process should utilize retrospective pop health data on our population with baseline indications for prevalence and acuity of specific diagnostic categories and disease processes.

Broker/advisor should indicate specific experience and expertise conducting a fiduciary procurement process on our pharmacy benefit manager and describe their approach to fiduciary procurement.

Successful broker must be willing to attest that his/her actions and activity is always focused on the best interests of our plan and its plan beneficiaries and never to promote his/her interests. Further, broker is expected to disclose any/all compensation that he/she receives from work with our plan, both direct and indirect including commission, contingency compensation, point solutions compensation, PBM compensation, non medical bonuses and compensation and any fees designed to incentive the placement of business on behalf of our employer plan. This attestation and disclosure must be made proactively via the 408(2)b disclosure format.

Broker/advisor should propose a detailed fee proposal for performing these functions on behalf of our plan to include schedules for additional services that plan managers and fiduciaries may request periodically. This may include periodic audits and claims integrity initiatives.

Broker/advisor must disclose any previous claims against their errors and omissions coverage and must disclose carrier and limits for errors and omissions.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be for a period of one year and shall commence on the date of the fully executed contract.

Response: HISI Health Solutions, LLC Agrees

- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services. **Compliance with RFP Questions, Exhibit A, Exhibit B, and Exhibit C shall be addressed in this section.**
- 6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.
- 6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

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

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

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

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section. **Compliance with RFP Questions, Exhibit A, Exhibit B, and Exhibit C shall be addressed in this section.**

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Human Resources Department. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer Qualifications and References	25%
Client Support Capabilities	10%
Member Services	10%
Plan Design	20%
System/Claims Adjudication Services	10%
Administrative costs	25%

Mandatory Documentation	REQUIRED
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8.3 Proposals will be examined and evaluated by the **Albany County Department of Human Resources** with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: Section not in use

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

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

Pamela O Neill
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions

received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

- 12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.
- 13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.
- 13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

- 14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

- 15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:
- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
 - (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

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

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

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

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

- (a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **Proposal number must appear on insurance certificate.**
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance, shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

SECTION 16: REMEDY FOR BREACH

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

SECTION 17: CASH DISCOUNT

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.
- 19.3 As used in this section, the term "contract" shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement

procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

- 19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: PRIVACY OF PERSONAL HEALTH INFORMATION

- 20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

- a Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR
- b The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation, to mitigate any known harmful effects of such a disclosure. The

CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

- c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.
- d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR's compliance with this Article.

20.3 TERMINATION

- a. Upon the COUNTY'S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.
- b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

- 21.1 In accordance with Article 15 of N.Y. EXECUTIVE LAW (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor any of its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or status as a victim of domestic violence, refuse to hire or employ or to bar or to discharge from employment such individual or to

discriminate against such individual in compensation or in terms, conditions or privileges of employment

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

- 22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.
- 22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
- 22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.
- 22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.
- 22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.
- 22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

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

SECTION 24: NON APPROPRIATIONS CLAUSE

- 24.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on

the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

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

- (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

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

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

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

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

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

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

SECTION 26: Section not in use

SECTION 27: Section not in use

SECTION 28: Section not in use



RFP QUESTIONS

1. Firm History and Culture

Bidders should provide the following items as part of their proposal for consideration:

- a. A brief history of your organization.

Response: HISI Health Insurance Solutions, Inc. was originally established with a core focus on pharmacy benefit consulting and management. Our goal from the beginning was to bring transparency, innovation, and cost control to the prescription drug market for self-funded plan sponsors. As we grew and recognized the increasing need for an integrated healthcare strategy, it became clear that combining pharmacy and medical management under one comprehensive solution would yield even greater results for our clients.

To meet that need, HISI Health Solutions, LLC was formed, expanding our capabilities to deliver cohesive medical and pharmacy benefit solutions. Since 2002, HISI Health Solutions, LLC has operated as a Preferred Benefit Administrator, TPA, and Benefit Consultant. Our commitment has always been to introduce our clients to the most innovative, proven solutions emerging across the benefits ecosystem.

As a private consulting firm, we are nimble, responsive, and forward-thinking — characteristics that allow us to deliver customized strategies tailored to each client's needs. We are not bound by the quarterly earnings expectations of publicly traded or private equity-owned firms, nor are we driven by the carrier commission revenue goals typical of large brokerage houses and regional offices.

Our focus is on delivering exceptional value through self-funded prescription and medical plan models:

- 90% of our clients operate self-funded plans utilizing a variety of networks, payment platforms, and risk management tools.*

Our consultative services include:

- Designing and implementing long-term risk management strategies*
- Introducing point solutions aimed at claims reduction*
- Conducting comprehensive audits of prescription claims and claims administration*
- Structuring independent prescription drug contracts with full transparency*
- Specializing in self-funded prescription drug plan management to eliminate fraud, waste, and abuse*



- *Negotiating fully insured medical programs and designing self-funded medical plans to reduce costs while adding value to employees and members*
- *Supporting all medical benefit components, including dental, vision, stop-loss insurance, and more*

At HISI Health Solutions, LLC, we are committed to providing the tools, resources, and personalized service necessary to deliver best-in-class results for your employees and members. We are confident in our ability to deliver extraordinary savings and measurable value over the course of a successful long-term consulting partnership.

- b. The ownership structure of your organization.

Response: HISI Health Solutions, LLC is structured as a partnership, with Nanette Poserina serving as the primary partner. She is also the President of Health Insurance Solutions, Inc. (HISI).

- c. Ways your firm supports a culture of providing high performance benefits to current clients and their members.

Response: Our firm's culture is dedicated to removing fraud, waste, and abuse from the health insurance industry. We continually strive for transparency in all aspects of the benefits arena.

- d. the influence of your organization has had in transforming the community to adopt high performance healthcare structures and benefits.

Response: Our organization employs an open-source model for creating high performance health plans. We encourage all plan sponsors to review our proven methods and adopt programs to remove hidden fees and overcharging in the healthcare delivery system.

2. Advisor Background and Experience

- a. Describe your background as a Consultant and Benefits Advisor.

Response: We have 31 plus years of experience in reviewing, administering, and constructing highly proficient healthcare plans. We have aligned ourselves with NFP/AON as a National footprint, as well as world class centers of excellence in the arenas of compliance, Health, and PBM pricing. We are proud to be Health Rosetta certified advisors since 2017.

- b. Describe attributes that make you a valuable strategic partner to The County of Albany.

Response: The attributes that make HISI Health solutions a valuable partner to the County of Albany are:

- Alternate channels of payment for our clients*
- Our compensation is developed on cost-savings results. This aligns us with the client's goals of cost-savings and efficiency.*
- We are fully transparent in compensation.*
- We continually review new ways to remove costs from the healthcare delivery system.*
- Our personnel are highly trained and have a wealth of industry knowledge and experience.*



- c. For three clients, please provide summaries of how you implemented components of high-performance health plans, including how you selected the strategies and partners, how you enabled successful implementation, and how you monitored performance and made ongoing improvements. References and testimonials from clients can also be submitted.

Client 1

1000 Employees – Engineering Firm – First year -Cigna self-funded. Annual spend prior to engagement was \$16.5 Million. We instituted a transparent Pharmacy Benefit contract and a reference-based pricing payment model. Savings result \$6.5 million. Second Year – Installed capitated advanced imaging and a direct contract to the most utilized facility – Savings \$2.1 million additional. Third year – Provided care navigation based on quality and cost – Additional savings \$650,000.

Client 2

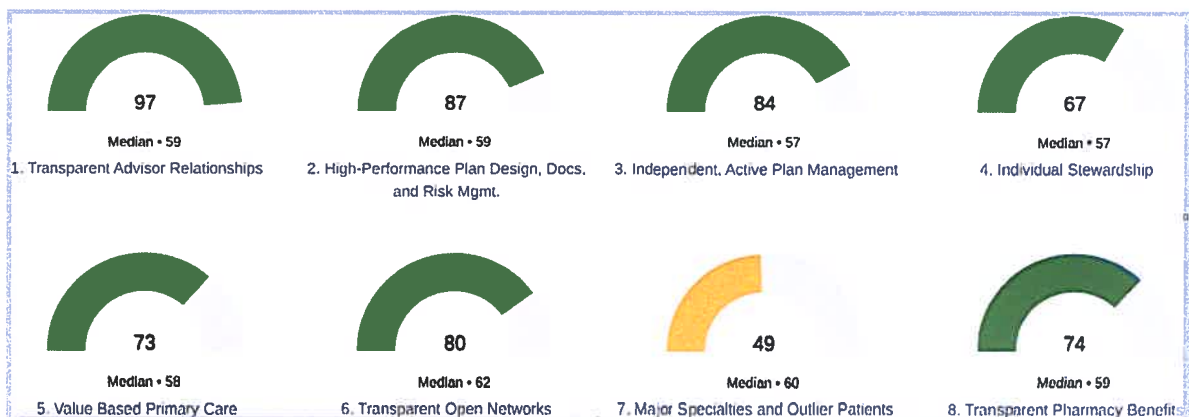
300 Employees – Manufacturing Industry -Annual spend at engagement \$4.5 million with self-funded United Healthcare plan. First Year – Installed independent self-funded TPA with reference-based pricing and Aetna PPO plan options – Savings \$1.4 million. Second Year – Created near site clinic for care at \$0 cost to employees with \$0 prescriptions available. Additional Savings \$425,000

Client 3

Fully-insured BCBS Bank – 250 Employees. Spend on engagement \$3.0 million. First Year – Moved to self-funding with reference-based pricing model. Savings \$1.1 million. Second Year – Installed transparent pharmacy benefit contract -Additional savings \$375,000. Upon appointment for all of the above clients, we installed an independent data warehouse to monitor cost and quality of all vendors chosen. Additionally, we loaded prior claim payment information to the warehouse to benchmark our cost saving models.

- d. Please submit a Plan Grader for one of your clients to demonstrate your experience in consulting and implementing high performance health plans. Please grade a plan that will be open to providing you a reference during the verification process. We also encourage you to submit a Plan Grader for your own employee health plan.

Response: Please see attachment below on our client EVS Metal which is a 400-employee company based out of Riverdale, NJ





- e. Please share any industry awards, recognitions and/or certifications.

Response: We have been Health Rosetta Certified since 2017. We have also been recognized on the Inc. 5000 list of fastest-growing companies and ranked among the *Philadelphia Business Journal's* Top 20 Insurance Agencies.

3. Strategic Planning

- a. Please describe your approach to strategic planning of taking your existing clients through high performance health plan principles of delivering superior benefits while reducing costs.

Response: *Our approach to benefit planning is to analyze where our clients are in the healthcare delivery space. We devise a three-year strategy that outlines expenditure goals, quality care, and member experience. We then produce a three-year project plan for implementation of benefits enhancements utilizing cost-savings programs. Our philosophy is to provide member incentives (\$0 cost) to modify employee behavior to align with plan goals.*

- b. Please provide your standard template project plan that covers the architecting, underwriting, and implementing phases for clients seeking to adopt a high-performance health plan.

1 **Response: Project Plan Template**

Year 1

- a. *Move to self-funding with independent third-party Administrator TPA.*
- b. *Implement transparent pharmacy benefit manager (PBM)*
- c. *Create alternate prescription purchasing – Employ Manufacturer Assistance Programs (MAP) and International sourcing of prescriptions.*
- d. *Install independent data warehouse for plan monitoring. Incorporate workmen's compensation data into warehouse.*

Year 2

- a. *Using the data analytic warehouse data to identify top five largest providers for spend.*
- b. *Review payment levels using the Medicare baseline for costs.*
- c. *Investigate if direct contracts can be established with the largest paid facilities.*
- d. *Install capitated advance imaging network with benefit enhancements.*

Year 3

- a. *Install onsite/near site Primary Care clinic to divert care from plan to a more cost-effective setting for both the plan and members.*
- b. *Deploy care navigation services for members.*

4. Clients



- a. What percent of your clients do you currently support through your strategic planning approach that you listed above?

Response: We utilize the programs above in 90% of our client programs

How many of your clients are fully-insured vs. level-funded vs. self-funded? (This should total 100% of your clients.)

Response: 90% of our clients are self-funded. 10% fully-insured.

- b. How many of your firm's clients are fully-insured vs. level-funded vs. self-funded? (same)

Response: Out of the 90% self-funded, 5% are level funded.

- c. Do you or your firm have healthcare provider organizations as current clients? If so, please list all healthcare provider clients in the following states: **<List states where plan sponsor has employees>**

Response: At this time, we do not have health provider organizations as clients

- d. Have you ever done business in health and welfare with The County of Albany in the past?

Response: Yes, Currently HISI is currently supporting The County of Albany in managing Pharmacy Benefit Costs and HISI is also supporting The County of Albany in managed and negotiated the renewal of Anthem on the medical component.

- e. How many high performing health plans have you implemented with your current clients?

Response: all of our clients that are self-funded have at least one component of a high-performing health plan.



Please put the number of clients next to each component that you've implemented:

Number of current clients with high performing health plan(s):

High Performing Health Plan Component	Effective Date Component was Implemented	Number of Clients
Transparent Advisor Relationship	2017	51
High Performance Plan Design, Docs and Risk Management	2021	44
Independent, Active Plan Administration and Oversight	2018	19
Value-Based Primary Care + Patient Stewardship	2023	2
Transparent Open Networks (Direct Contracts and Reference-Based Pricing)	2020	21
Major Specialties and Outlier Patients	2019	3
Transparent Pharmacy Benefits	2019	44
Enabling Technology	2020	7

- f. Describe at least two innovative strategic solutions you have implemented for clients that highlight your benefits consulting expertise.

Response:

- 1. For our smaller self-funded clients, we have instituted captive stop-loss solutions to mitigate cost increases in the commercial stop-loss market.***
- 2. We have developed medical tourism for specific care procedures. We have direct contracts for orthopedic procedures that are not in the same area as the client locations and have funded travel for employees and family members to centers of excellence for \$0 cost of care to the member.***

- g. Describe your internal mechanism for ensuring customer satisfaction with your services.

HISI Health Solutions, LLC assigns a dedicated team of skilled professionals to provide live telephone support, ensuring prompt and personalized assistance. We are committed to delivering exceptional responsiveness, with email and phone inquiries typically addressed within 24 hours and, whenever possible, responded to immediately.



- h. If requested following the oral presentation, be willing to provide contact names and phone numbers of 2 references.

Response: HISI confirms to provide the information requested for references and we have included here:

***Dallas Group of America
Diane Tracy, VP Human Resources
Whitehouse Station NJ
908-534-7800***

***EVS Metals Inc.
Lisa Carlson, CFO
Rivervale, NJ
973-839-4432***

5. Advisor Team, Programs and Qualifications

- a. Provide an overview of a typical team that would be assigned to a client like The County of Albany. If you have a predetermined team, provide highlights outlining qualifications and experience. Provide a summary of roles and distribution of responsibilities.

Response: Nanette Poserina-President, Chris Szem -Healthcare Consultant, Dave Wikas-VP of Pharmacy. Nanette Poserina and Chris Szem will have oversight of The County of Albany's Benefit Plans bringing over 80 years of healthcare tenure. Additionally, Albany will consist of two inside healthcare Account Managers; Marc Cino – 15 Years' Experience and Sharon McDowell 30 Years' Experience. Finally, HISI will provide two Pharmacy Benefit experts: Dave Wikas and Mike Jones bringing over 60 years Pharmacy Benefit experience.

- b. Please describe all the administrative and health plan software or tools that you or your team use to support the ongoing and active management of your employer group clients.

Response: HISI Health Solutions, LLC offers robust software solutions to support data management and analysis. We utilize the INNOVU Data Warehouse, as well as Health Insurance Solutions' exclusive Pharmacy Data Warehouse, to deliver comprehensive data integration and reporting capabilities. In addition, we provide real-time auditing tools to enhance transparency, ensure data accuracy, and support proactive decision-making.

- c. Describe your approach to the ongoing training of your staff.

Response: Our team is mandated to perform 30 hours of ongoing training each year for our Health Rosetta certification. We also attend multiple industry conferences such as SIIA, Self-Insured Association, Health Rosetta annual conference, and NFP/AON annual meeting. Additionally, two team members are AHIP certified for retiree benefits and our team has ongoing continuing education for benefits, HIPAA and cyber security qualifications.



6. Services

- a. Provide an overview of your account support and administration services, including enrollment coordination, proactive member communication and ongoing support for The County of Albany employees.

Response: Upon engagement, we develop implementation and administration project plans that outline processes to achieve the stated goals in the healthcare policy statement. We create an administrative road map for program roll-outs, employee education as well as open enrollment guidebooks and technology connection timelines. The key to employee education is a constant drip campaign identifying the services and value to the employees and their families.

- b. Provide 2 scenarios that demonstrate your capabilities in ongoing plan performance monitoring and claims experience analysis that provided insight to adjust the plan strategy for a current client.

Response: The first scenario is analyzing point of service of care. We routinely analyze emergency room vs. urgent care vs. physician office care based on CPT codes for appropriate point of service. From the data, we either recommend increasing the cost of care for non-emergent conditions in the ER or deny payment of non-emergent care in an emergency setting. In the case of collective bargaining agreements, the denial can be overridden. This results in behavior modification to the appropriate care setting. The second scenario is offering MAP, Manufacturer's Assistance Programs, and voluntary International script sourcing as an introduction to cost savings programs. We review the adoption of the programs and may make the program mandatory if the adoption rate is too low.

- c. Describe your capabilities in plan member communications, and to demonstrate your plan member communication, include two scenarios where you helped a plan member with a healthcare bill, lower healthcare costs, and/or helped them find a higher value provider.

Response: We utilize care navigation services to help members find high-quality providers and facilities and utilize direct contracts that the plan has in place. We incentivize members to use the direct contract providers by providing no cost share. We have assisted member in accessing 501r financial assistance from inpatient facilities; eliminating member cost share for expensive inpatient procedures. We institute 501r programs for our groups taking advantage of the non-profit status of the hospitals and hospital owned practices. Facilities are given tax breaks for their non-profit status and as such, need to offer medical debt elimination to members for care. We help our client's members access these funds.

- d. Describe your consulting and educational services in the area of compliance.

Response: We provide the following resources:

- ***Compliance checklist for lines of coverage***
- ***Annual Compliance Calendar***
- ***Bi-weekly Newsletter***
- ***Benefits Compliance Library***
- ***Monthly Podcasts; all housed in Library***
- ***Compliance Publications***



Through our affiliation with NFP Benefit Partners/AON, we provide a full compliance schedule and resources to support the full calendar of compliance initiatives. We provide 5500 filings as part of our service model. We send monthly compliance newsletters as well as bi-weekly newsletters on current topics and compliance changes in the laws.

- e. Describe your use of technology to support online employee services and education.

Response: Our use of technology for employee support starts by offering an enrollment system as part of our service model. We currently utilize the EASE/Employee Navigator portal platform. For education surrounding open enrollment, we build an open enrollment Guide for employees in an electronic format. The Open Enrollment Guide contains all the benefit data as well as the contribution schedules based on applicable collective bargaining agreements.

- f. Describe any additional service options that may be of interest to The County of Albany.

Response: In our service model, we want to provide employee navigation and direction for care. Our intent is to have the employee population access the highest quality providers for the best care possible. We have access to direct contracts at Centers of Excellence. By tiering the benefit plan and offering these direct contracts at no cost, the plans' spend on difficult and complicated procedures reduces and outcomes are better. This reduces the overall spend of the plan.

7. Our Health Plan Strategy

- a. Provide 2 past scenarios that demonstrate your approach to serving plan member needs and providing healthcare services at a fair cost?

Response:

Scenario #1

We have established on-site near site clinics for employees to access urgent care, primary care, and wellness services for same day/next day at no cost. Additionally, no cost pharmacy access to generic medications at point of service saves the member time and enhances access. In today's healthcare environment, wellness exams can be made a day in advance. This is especially helpful for school athletic exams. The time spend with members in this exam setting is also enhanced. The physician is not incentivized to see the next fee for service member within a given timeframe.

Scenario #2

Our strategy regarding balance billing for out of network providers enables us to contact the providers directly and negotiate the balance bill charges to a Medicare standard instead of a bill charge standard. We use data sets of Medicare reimbursement and benchmark provider acceptance of negotiated rates to help us reduce billings, resulting in member cost savings.

- b. How do you operate as Fiduciary and Steward of our health plan dollars like they are yours?

Response: HISI Health Solutions, LLC operates as a true fiduciary, managing your health plan dollars with the same care and scrutiny as our own. We emphasize transparency, cost control, and accountability, using rigorous auditing and proactive oversight to ensure every dollar spent directly supports the best interests of your plan and its members



8. Compensation

- a. Describe how you expect to be compensated for the services outlined in this proposal.

Response: Our compensation formula is based on a percentage of savings achieved. In this manner, our goals are aligned with yours. We have a three-year rolling formula of actual plan costs incurred and compare the current year savings to those costs. Our fee will be thirty-five percent of the savings achieved on a three-year rolling average. The formula is outlined below.

PERFORMANCE SAVINGS COMPENSATION FORMULA

PEPM Fee is \$15 paid monthly

PEPM Monthly fee is subtracted from annual savings performance

Baseline for Calculation:

- a. Gross medical plan costs on a Per Employee/Per Month basis (PEPM)
Gross costs are plan premium for fully-insured.
Gross costs for self-funded plans include:
Paid Claims, Administration costs, stop-loss premiums, alternate funding plans,
HRA, and HSA Costs.***
- b. Expenses averaged from the prior three periods. Non-weighted average***
- c. First year - Three year average compared to current year.***
- d. Second Year – Incorporates two prior year’s average and one year HPHP year with
healthcare trend as outlined by Kaiser Foundation; compare. to current year.***
- e. Third year – Incorporates one year prior and two years of HPHP with Kaiser trend for
each year and compare to current.***

Monthly PEPM FEE

The monthly PEPM fee is subtracted from the formula savings. Formula savings will be calculated at six months from the policy date. A projection will be created and billed for the projected six months savings. 60 days after the policy close, the actual annual savings will be calculated. Prior payments from the monthly PEPM (\$15) and projected six-month savings will be subtracted from the annual calculated fee. Payment of final compensation calculation is due 30 days after billing.

- b. If you do take direct payments from employers, what percentage of your benefit revenue is fee-based and what percentage is commission-or bonus-based across your entire book of business?

Response: Fee Based compensation 70% Commission based compensation 30%

- c. State your philosophy of compensation disclosure.

Response: Our philosophy on compensation disclosure is to be fully transparent in all aspects of the plan. When we create a high-performance health plan, we line item all compensation from all sources after installation. We help our clients fulfill their fiduciary obligations under the CAA of 2022. Full disclosure helps us align with the goals of our clients.



- d. Do you provide 408B(2)b compensation disclosures to your clients?

Response: Yes, we provide a 408B(2)b disclosure notice.

- e. Please complete Exhibit B, Advisor Compensation Disclosure.



9. Additional Information

- a. Please share any additional information as you would like. If you attach any materials please include an outline describing the separate materials

Response: The attributes that make HISI Health solutions a valuable partner to the County of Albany are:

- ***Alternate channels of payment for our clients***
- ***Our compensation is developed on cost-savings results. This aligns us with the County of Albany's goals of cost-savings and efficiency.***
- ***We are fully transparent in compensation.***
- ***We continually review new ways to remove costs from the healthcare delivery system.***
- ***Our personnel are highly trained and have a wealth of industry knowledge and experience.***



Exhibit A: Plan Sponsor Bill of Rights

The Bill of Rights represents the core principles that drive The County of Albany's approach to achieve the mission of reducing our costs by 20% or more.

1. Service Agreement Fiduciary Duty Protection

The County of Albany has the right to ensure that your obligations as your plan's sponsor, administrator and fiduciary are protected and enhanced in your service agreement and all other plan documents.

2. Transparent Relationships & Conflict Disclosure

The County of Albany has the right to expect transparency, including disclosure of conflicts, in financial and other dealings between you and your chosen advisors, carriers, and vendors.

3. Independence

The County of Albany has the right to ensure financial and other dealings do not compromise your fiduciary responsibility and the independence of the advice you receive.

4. Access to all options

The County of Albany has the right to receive information about the full range of options available to you, not just those which preserve or optimize your representative's income or plan administrator's revenue.

5. Independent Review

The County of Albany has the right to an unbiased, independent review of all pertinent market options in an impartial manner, not just those which preserve or optimize your representative's income or plan administrator's revenue.

6. Comprehensive Reporting

The County of Albany has the right to receive comprehensive reporting of your costs, the potential drivers of those costs, and any other data that can help you better manage your plan's cost and quality.

7. Answers to Questions

The County of Albany has the right to receive complete and meaningful answers to your questions, with no cloaking of responses with HIPAA Privacy or other supposed "confidentiality" curtains.

8. Effective Adjudication



The County of Albany has the right to expect those you hire to adjudicate benefits to give their best effort to identifying fraudulent, inappropriate, or grossly inflated charges before they issue payment.

9. Access to Data

The County of Albany has the right to your data and should agree upon this requirement prior to the execution of any vendor agreement.

10. Complete Reporting

The County of Albany has the right to receive complete service and outcome reporting from each of your vendors, including all fees associated with services rendered.



Exhibit B: Advisor Compensation Disclosure Form

Advisor: HISI Health Solutions, LLC Client: County of Albany Period: 2-1-26 to 1-31-27

Overview

Advisor compensation is a small portion of total spend, but the right advisor can guide the way to dramatically and sustainably improving your plan costs and quality. The wrong ones can actually do more harm than good. As a result, the total amount paid to them shouldn't be the primary focus. Disclosing compensation helps build trust and identify potential conflicts.

High-value, forward-leaning advisors are worth their weight in gold. The strategies they use typically improve your bottom line, reduce your employees' out-of-pocket spend, and improve the quality of care they receive. Think of it this way.

Would you rather pay 4% to an advisor who reduces total spend by 15% or 20%, or 3% to one who "negotiates" a 15% increase down to 7%? For every 100 employees on an average plan, you'd save \$247,220 in year 1 and \$1.2 million in 5 years (net of the higher compensation).

Unwillingness to meaningfully and fully disclose all direct and indirect compensation is typically a red flag that an advisor's recommendations and incentives don't align with your interests. Benefits purchasing is full of undisclosed financial and non-financial conflicts that you wouldn't accept elsewhere from other vendors. These make intelligent purchasing decisions difficult.



Overview of Services Provided

Some fees may be estimates and will vary throughout the course of the year. However, they shouldn't vary significantly from estimates unless something significant and unplanned happens.

Service Provided	External Vendor	Cost/Fee for Service	Compensation Type	Total Compensation
Core Consulting Services	No	Included in savings	35% savings formula	35% savings formula
Pharmacy Consulting Services	No	N/A	N/A	N/A
Actuarial Services	Yes	Certified Reports only	None	\$0
Compliance Services	No	None	None	\$0
Wellness Consulting	No	Included in savings	None	\$0
Claims Audit	Yes	Included in Admin Fee	None	\$0
Data Analytics and Clinical Services	Yes	\$30,000	None	\$0
Communications	Yes	Included in Admin Fee	None	\$0
Decision Support Services & Transparency Resources	Yes	None	None	\$0
Benefits Administration	Yes	PEPM Admin Fee	None	\$0
Shared Savings Comp	No	35% savings formula	35% savings formula	35% savings formula
Total Projected Annual Costs				35% savings formula

**Expected Financial Compensation from External Vendors**

Category	Vendor	Effective Date	Compensation Type	Total Compensation
Medical	TBD	2-1-2026	35% Savings Performance Model	TBD-Disclosure upon market analysis
Rx	N/A	N/A	N/A	0
Dental	TBD	1-1- 2026	Flat Fee	TBD
Vision	TBD	1-1-2026	N/A	0
Stop loss	TBD	2-1-2026	N/A	0
EAP	TBD	1-1-2026	N/A	0
FSA	TBD	1-1-2026	N/A	0
Group Life	TBD	1-1-2026	Industry Standard	0
AD&D	TBD	1-1-2026	Industry Standard	0
LT Disability	TBD	1-1-2026	Industry Standard	0
ST Disability	TBD	1-1-2026	Industry Standard	0
Cancer	TBD	1-1-2026	Industry Standard	0
Critical Illness	TBD	1-1-2026	Industry Standard	0
Wellness	TBD	2-1-2026	Industry Standard	0
Disease Mgmt.	TBD	2-1-2026	Industry Standard	0



Broker Fee	HISI Health Solutions, LLC	1-1-2026 and 2-1-2026	Savings Performance Model on Medical+ HISI ESTIMATE on RX	Determined after review of all lines of coverage
Other		N/A	N/A	N/A
Total				Determined after review of all lines of coverage

Are any compensation multipliers or other bonuses applicable to the above categories of compensation?

Response: ☒ No

☐ Yes (please describe below) ☒ No

If yes, are they included in the above dollar amounts?

☐ Yes ☒ No

Do you or your firm accept any non-account specific financial compensation from any products, services, or vendors you're recommending, including, but not limited to, contingent or bonus commissions, override or retention bonuses, and back-end commissions.

☐ Yes (please describe below) ☒ No

Do you or your firm have any other financial or non-financial compensation, potential conflicts of interest, or incentives related to products, services, or vendors you're recommending, including, but not limited to, ownership, equity stakes, revenue/profit sharing, GPO/coalition participation, preferred vendor panels, conferences or trips, or personal relationships.

☐ Yes (please describe below) ☒ No

Are there any potential reasons that could result in the above costs of services or compensation to vary more than 10% from the above projections?

☒ Yes (please describe below) ☐ No

Response: Yes, it is dependent on the Savings Model



Please describe details related to any questions to which you answered yes above, including the specific, expected, or estimated dollar value. Attach additional pages if necessary.

HISI Health Solutions is projecting a 1st year savings of approximately \$14,526,000. The current Anthem premium is \$45,026,607. Creating our High-Performance Health Plan, the estimated total annual projected cost will be \$30,500,000.

HISI Health Solutions, LLC estimated first year performance fee of 35% of savings would be \$5,084,312. We will be providing an independent data analytics warehouse. The data warehouse will be paid for by HISI Health Solutions, LLC. The County of Albany will have full ownership of the toolset. All data rights and access will be retained by the county."

Total Expected Compensation \$5,084,312 (based on actual savings)

Direct Consulting Services \$5,084,312 (based on actual savings)

Compensation / Commission from External Vendors \$0

Cost of Services from External Vendor \$0

Total Expected Compensation

Response: To be determined based on savings model.

Direct Consulting Services: \$0

**Compensation and/or Commissions from
External Vendors: \$0**

Cost of Services from External Vendors:



Advisor

Client

I certify that to the best of my knowledge the above is a complete and meaningful disclosure of my firm's entire compensation.

I acknowledge that the signed Advisor has presented and adequately reviewed the above disclosures.

Name: Nanette Poserina

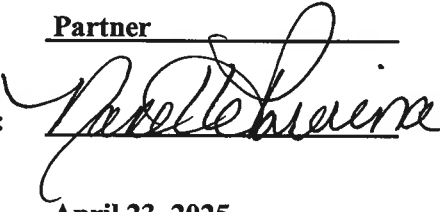
Name: County of Albany

Entity: HISI Health Solutions, LLC

Entity: _____

Title: Partner

Title: _____

Signed: 

Signed: _____

Date April 23, 2025

Date _____



Exhibit C: Plan Grader

Plan Sponsor Name: EVS Metal

Date: 1-1-24 to 12-31-24

Specifics

- Client Name: **EVS Metal**
- Advisor Name: **Christopher Szem**
- Advisor Organization: **HISI Health Solutions, LLC - Chris Szem/Healthcare Consultant**
- Headquarters: **Riverdale, NJ**
- Industry: **Manufacturing**
- Sector: (Private, Public, Union, etc.) **Private**
- Client Size: **400 Employees**
- Employees On Plan: **257 Employees**
- Total Lives On Plan: **822**
- Plan funding: Self-funded / Level-Funded - **Self Funded**
- Case Study Period (Dates) **1-1-24 to 12-31-24**
- Please include any plan sponsor testimonial(s): (optional)

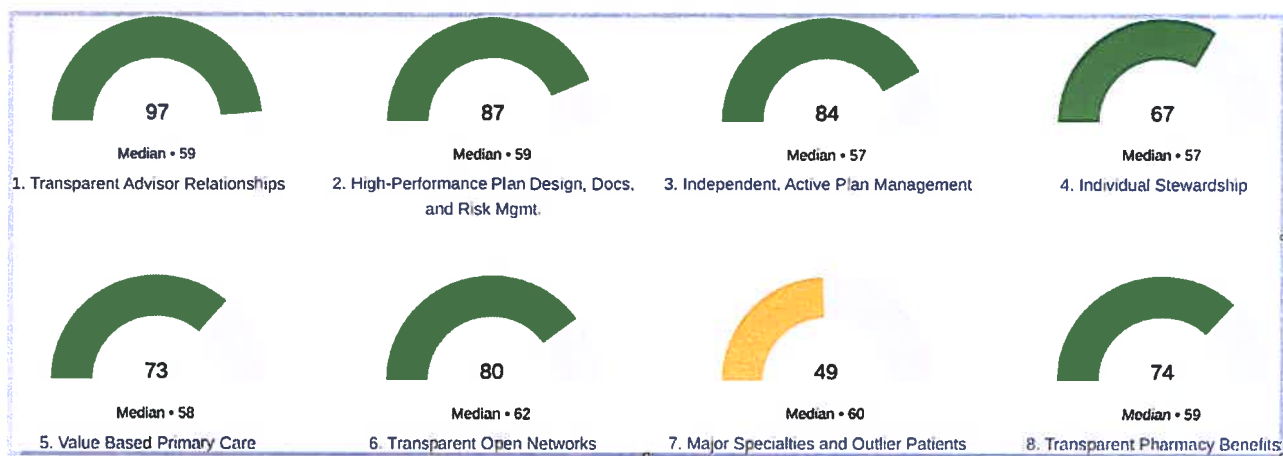
Financial Results:

1. How much did the plan sponsor see in total healthcare savings by implementing High Performing Health Plan principles (over the course of the case study period)?

Response: 22% = \$876,370

2. How did the plan sponsor measure savings through implementing High Performing Health Plan principles?

Response: Dollars saved PEPY calculation





Plan Grader Sponsor Profile

1. Who is deeply involved in your plan's annual review? Please select all that apply. **(Selections In Red-Bold and italicized)**

- *Human Resources*
- *CFO/Finance*
- Employee Representatives
- *CEO/President*
- Other Executive Managers
- Other (please specify)

2. Does the Plan Sponsor have a 2-3 year plan strategy? (Select One)

- *Yes*
- No
- Unsure

3. How Does the Plan Sponsor currently communicate to members? Please select all that apply.

- Benefits satisfaction surveys
- Meetings with administrator/carrier reps
- Health fairs
- *Virtual open enrollment meetings*
- *In-person open enrollment Meetings*
- HRIS/BenAdmin/Benefits portal
- *Physical handouts*
- Regular employee meetings
- Regular bulk emails
- General intranet
- Employee benefits committee
- *Physical mailings*
- *Office hours with HR/benefits teams*
- Onsite materials (e.g., posters in break rooms)
- Other
- None

4. Does the Plan Sponsor have a standing employee benefits committee, focus group, etc.? (Select One)

- *Yes, management and non-management*
- Yes, management only
- No



5. How frequently does the Plan Sponsor communicate with employees about benefits? (Select One)

- Weekly
- Monthly
- Bi-Monthly
- *Quarterly*
- Varies
- Unknown

6. Does the Plan Sponsor warehouse their claims data independently of their plan administrator, advisor, or analytics tool? (Select One)

This separate data storage should allow the group to access data without permission from a specific vendor.

- *Yes – Utilize Innovu*
- No
- Unsured



Plan Grader Plan Infrastructure

1. How does the plan incentivize members to seek lower cost and/or higher quality care? Please select all that apply. Selections in BOLD

- Reduced/no cost share when independent primary care refers care
- *Waive deductible/co-insurance for specific care*
- *Waive deductible/coinsurance at specific providers*
- Time off for screening and preventative care
- *Reduced/no cost share if work with advocate/concierge/navigator*
- *Optimizing copays by service type*
- Premium reductions for Wellness program participation
- *Reduced/no cost share for specific medications*
- Other
- None

2. How does the plan penalize members for not seeking lower cost and/or higher quality care? Please select all that apply.

- *Coverage penalties for failing to precertify certain services*
- *Coverage penalties for not following care recommendations*
- Coverage penalties for not working with advocate/concierge/navigator
- Coverage penalties for not seeking referral from primary care provider
- No coverage for not seeking referral from primary care provider
- Other
- None

3. What member cost share waivers does the plan leverage? Please select all that apply.
Cost share waivers can mean any type of preferred benefits tier, specific program, or some other approach where the member's responsibility is meaningfully reduced or removed, such as waiving deductible and coinsurance when members go to certain care providers.

- *Coinsurance amounts*
- *Co-pays*
- Premium holidays
- Premium credits
- *Deductibles*
- Other
- None



4. Does the plan include incentives for seeking a second opinion for certain diagnoses or procedures?

- Yes, coverage requires getting and following second opinion
- **Yes, coverage requires getting second opinion**
- Yes, financial incentive to obtain and follow
- **Yes, financial incentive to obtain**
- Yes, optional
- No

5. Which diagnoses and/or procedures are plan members incentivized to seek a second opinion?
Please select all that apply.

This could be through plan design, specific vendors, communication, etc.

For example, the group might not have a specific second opinion vendor, but have an onsite clinic where doctors regularly encourage second opinions.

- | | |
|----------------------------|--|
| • MSK/Orthopedic | • Elective surgeries/procedures |
| • Dialysis | • Non-specialty drugs |
| • Cardiometabolic/Diabetes | • Maternity |
| • Mental/Behavioral Health | • Other elective hospitalizations |
| • Substance Abuse | • Other chronic conditions |
| • Tobacco use | • Other |
| • Specialty drugs | • Don't know |
| • Transplant | • None of the Above |
| • Cancer | |

6. What types of digital tools do members have access to? Please select the most applicable options. For example, if members access a BenAdmin portal, don't select enrollment only tools. Enrollment-only tools are used one time to enroll, but aren't available on an ongoing basis to members

- | | |
|---|-------------------------------|
| • Full HRIS/BenAdmin portal | • Pharmacy-only mobile app |
| • Online enrollment-only tool | • Medical-only mobile app |
| • Member concierge/advocate/navigator app or web portal | • Web portal for all benefits |
| • Mobile app for all benefits | • Medical+Pharmacy web portal |
| • Medical+Pharmacy mobile app | • Pharmacy-only web portal |
| | • Medical-only web portal |
| | • None |



7. **What types of human support do members have access to through the plan?** Please select all that apply.

Note that a specific support source may fulfill multiple roles.

Member Champion's have regular, in-person interactions with members. Often, they are nurses.

- **Health Literacy/Education programs**
- Health coach
- **Member champion at advisor firm**
- Care/clinical concierge/advocate/navigator
- Benefits concierge/advocate/navigator
- **Plan Sponsor's HR Team**
- Designated member champion at plan sponsor (not just HR team)
- **Advisor firm account team**
- **PBM customer service**
- Plan administrator customer service
- Other
- None

8. **Did the plan's benefits advisor completely disclose all direct and indirect compensation in a timely manner?**

At minimum, this disclosure should meet the requirements of the new broker compensation transparency rules.

- **Yes**
- No

9. **Which of the plan's solution partners contractually agree to disclose all direct and indirect sources of compensation?** Please select all that apply.

- | | |
|------------------------------|-----------------------------|
| • TPA | • Medical Add-in Solutions |
| • Carrier (if Fully-Insured) | • Pharmacy Add-in Solutions |
| • PBM | • All other solutions |
| • Underwriter | • None of the Above |
| • Concierge Service | • Unknown |
| • Network/Repricer | |

**10. Who reviews the plan's SPD/Plan Documents? Please select all that apply.**

Non-Attorney Consultants include all reviews by subject matter experts who do not legally represent the plan sponsor or advisor firm. Plan Sponsor's ERISA attorney

- **ERISA attorney at the advisor's firm**
 - Non-attorney consultant
 - **Benefits Advisor**
 - Other
 - Unknown
 - Not Applicable
- No non-TPA review

11. Who reviews the plan administrator's Administrative Services Agreement (ASA)? Please select all that apply.

Non-Attorney Consultants include all reviews by subject matter experts who do not legally represent the plan sponsor or advisor firm.

- Plan Sponsor's ERISA attorney
- ERISA attorney at the advisor's firm
- **Non-attorney consultant**
- No independent review
- **Benefits Advisor**
- Other
- Unknown
- Not Applicable

12. Who reviews the plan's PBM contract? Please select all that apply.

Non-Attorney Consultants include all reviews by subject matter experts who do not legally represent the plan sponsor or advisor firm.

- **Benefits advisor**
- **Non-attorney pharmacy consultant**
- ERISA attorney at the advisor's firm
- Plan Sponsor's attorney
- Other
- No third-party review
- Unknown
- Not Applicable

13. Who performs the review to ensure there are not gaps in coverage or conflicts across all of the plan's vendor contracts, employee handbook, benefit guides, and SPD/plan documents?

Please select all that apply.

Non-Attorney Consultants include all reviews by subject matter experts who do not legally represent the plan sponsor or advisor firm.

- Plan Sponsor's ERISA attorney
- **ERISA attorney at the advisor's firm**
- Non-attorney consultant
- **Benefits Advisor**
- Other
- No third-party review
- Unknown
- Not Applicable

**14. What is the plan's current funding mechanism?**

- Medical Cost Sharing
- *Self-funded w/ stop-loss*
- Self-funded w/ captive
- Fully-insured
- Level-funded
- Self-Funded

15. How is the Plan Sponsor claims budget created?

- Used premiums provided by the plan administrator
- Used aggregate claims factors from the stop loss carrier
- *An actuary created aggregate budget liability amounts*
- The sponsor's advisor created aggregate liability budget amounts
- Other
- Not Applicable (Group is Fully-Insured)
- Unknown

16. How did the plan determine its specific stop-loss deductible amount?

- *Formal analysis by the plan's non-actuary advisor*
- Formal analysis by the underwriter
- Formal analysis by an actuary
- Carried over prior year's amount
- General recommendations without formal analysis
- Not Applicable
- Other

17. Which of the following is most accurate about the plan's stop loss fees/commissions?

- *Advisor shopped stop loss and can guarantee any fees/commissions (if any) were disclosed*
- Advisor didn't shop the stop loss, but can guarantee any fees/commissions were disclosed
- Part of advisor's consulting fee is stop loss fees, but was not disclosed
- A third-party shopped stop loss and they charge fees/commissions that were disclosed

18. Does the plan sponsor currently have unrestricted access to full claims data (not just reports)?

- *Yes, medical and pharmacy*
- Yes, medical only
- Yes, pharmacy only
- No



19. What type of data analytics and reports does the plan have access to?

- ***Analytics directly purchased by the plan sponsor***
- ***Analytics provided by the advisor firm***
- Analytics provided by the plan administrator/carrier
- Only Standard reports from the plan administrator/carrier
- No access to analytics



20. Does the plan's Third-Party Administrator (TPA) allow the Plan Sponsor to select its stop loss carrier?

- **Yes, for any underwriter**
- Yes, but only to certain underwriters
- No
- Unsure
- Not Applicable

21. Does the plan's Third-Party Administrator (TPA) allow the Plan Sponsor to select its PBM?

- **Yes, for any PBM**
- Yes, but only to certain
- PBMs
- No
- Unsure
- Not Applicable

22. Is the plan's Third-Party Administrator (TPA) willing to administer direct agreements with care providers?

- **Yes**
- No
- Unsure
- Not Applicable

23. Does the plan's Third-Party Administrator (TPA) regularly provide claim level check registers?

- **Yes**
- No
- Unsure
- Not Applicable

24. Does the plan's Third-Party Administrator (TPA) let the Plan Sponsor select the dollar amount threshold for auto-adjudicating claims?

- **Yes**
- No
- Unsure
- Not Applicable



25. Does Plan Sponsor use claims audits and/or payment integrity services to reduce fraudulent claims payment and identity theft risk?

- Independent vendor provides ongoing, pre-adjudication payment integrity services
- *Plan administrator provides ongoing, pre-adjudication payment integrity services*
- Plan administrator audits single claims or episodes as needed
- Plan administrator conducts regular claims audits
- *Independent vendor conducts regular claims audits*
- Independent vendor audits single claims or episodes as needed
- None
- Unsure
- Not Applicable

26. What type of plan administrator does the plan use?

- *Independent TPA*
- Carrier Owned TPA
- Administrative only from carrier
- Fully-insured carrier
- Other

Plan Grader Care Components

1. What network & physician access strategies does the current plan utilize?

Note that a single solution partner may provide more than one of these options.

- Traditional full PPO or similar network
- Tiered full preferred network
- Narrow network
- *Direct provider contracting*
- *Traditional physician only network*
- Value-based primary care network
- *Reference-based pricing for facilities*
- Reference-based pricing for non-facility services
- ACO
- *Reference-based pricing for out-of-network claims*
- Wrap network
- Bundled care arrangements
- Network carve-outs
- Other physician access arrangements
- None



2. How are primary care physicians paid by the plan for standard primary care services?

Additional incentives is a general category for compensation in addition to a fee-for-service reimbursement, such as gainshares or higher reimbursement rates for meeting certain population health metrics.

- Fee-for-Service w/ additional incentives
- **Fee-for-Service**
- Subscription or Capitation
- Other
- Not Applicable
- What value-based primary care strategies does the plan employ?
- Virtual primary care (not just telehealth)
- Direct agreements w/ Independent primary care practices
- Onsite clinic
- **Nearsite clinic**
- Direct Primary Care
- Other
- None

3. What value-based primary care strategies does the plan employ?

- **Virtual primary care (not just telehealth)**
- **Direct agreements w/ Independent primary care practices**
- Onsite clinic
- **Nearsite clinic**
- Direct Primary Care
- Other
- None

4. Which major specialty area(s) does the plan have specific strategies and programs for? Please select all that apply.

Note that these may be through plan design, specific vendors, defined strategies, or other specific mechanisms (not just access through a network).

This question does not imply that plans should have separate vendors for each of these areas.

This question intends to identify how the plan tackles types of care with known cost and/or quality challenges.

- | | |
|-------------------------------------|-----------------------------------|
| ● ER visits | ● Cancer |
| ● Transplant | ● MSK/Orthopedic |
| ● Other elective hospitalizations | ● Maternity |
| ● Other disease-specific conditions | ● Non-specialty drugs |
| ● Tobacco use | ● Elective surgeries/procedures |
| ● Substance abuse | ● Cardiometabolic/Diabetes |
| ● Mental/Behavioral health | ● Other – Advanced Imaging |
| ● Specialty drugs | ● None |
| ● Dialysis | ● Don't Know |



5. What other strategies does the plan leverage to help members access lower cost and higher quality care for complex care episodes? Please select all that apply.

- Plan design/coverage/financial incentives
- Care advocate/concierge/navigator
- Tobacco Cessation
- *Health Advocacy*
- Cancer Management
- *Maternity Management*
- *Disease Management*
- Biometric Screening
- Health Risk Assessment
- *Large Case Management*
- *Centers of Excellence*
- Other
- None

6. What elements are included in the pharmacy benefit plan? Please select all that apply.

- Custom formulary
- *Contractual language that plan owns Rx data*
- *Strict concurrent drug utilization reviews*
- *Comprehensive access to claims data*
- *Quantity limits to proactively ensure proper utilization*
- *Ability to audit all pharmacy network, manufacturer, and/or rebate aggregator contracts*
- *Customizable prior authorization protocols*
- *Step therapy/starter dose programs to ensure appropriate opioid dispensing*
- Other
- None

7. What contractual guarantees does the plan's PBM contract have? Please select all that apply.

- *Pass-through of all rebates without holdbacks or limitations*
- Guaranteed PEPM spend
- *Minimum Per-drug rebates*
- Per-drug or per-script AWP guarantee management (not aggregate)
- *Usage of lowest available AWP (where applicable)*
- Guaranteed per-unit or MAC pricing on generics
- Other
- Unsure
- None

8. What types of add-in pharmacy programs and strategies does the plan leverage? Please select all that apply.

- Dispensing through Advanced Primary Care clinic
- *Co-pay assistance*
- *International sourcing*
- *Manufacturer assistance programs*
- *Specialty drug carve outs*
- Steerage to therapeutic equivalents
- None
- Unsure
- Not Applicable

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **EMPLOYEE BENEFIT ADVISORY SERVICES**

RFP Number: 2025-075

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 April 23, 2025

Number RFP#2025-075

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

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

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

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
 - (e) Proposer Qualification Questionnaire (Attachment "E")

7. Communication concerning this Proposal shall be addressed to:

Nanette Poserina

HISI Health Solutions, LLC

114 West Broad Street, Suite C, Telford, Pa 18969

Phone: 610-615-5911

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

COUNTY OF ALBANY

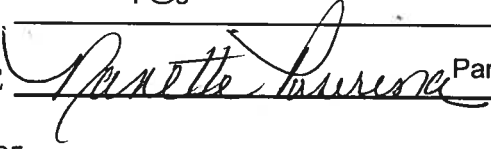
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: **EMPLOYEE BENEFIT ADVISORY SERVICES**

RFP Number: 2025-075

Submit a cost proposal as described in Section 4 Scope of Services and submit all required question and exhibit forms.

COMPANY:	HISI Health Solutions, LLC
ADDRESS:	114 West Broad Street, Suite C
CITY, STATE, ZIP:	Telford, Pa 18969
TEL. NO.:	610-615-5911
FAX NO.:	610-615-5939
FEDERAL TAX ID NO.:	61-224654
REPRESENTATIVE:	Nanette Poserina
E-MAIL:	Nanettep@gethisi.com
SIGNATURE AND TITLE	 Partner
DATE	April 23, 2025

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

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

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

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

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

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

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

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


Signature

Partner

Title

HISI Health Solutions, LLC

Company Name

April 23, 2025

Date

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 _____

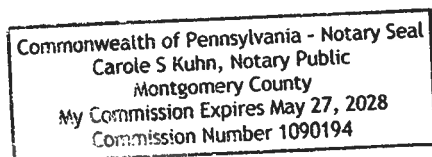
Qualified in _____

Commission Expires _____

If Partnership:

STATE OF Pennsylvania)
COUNTY OF Montgomery) SS.:

On the 23 day of April, 2025, before me personally came Nanette Poserina, 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 HIST HEALTH SOLUTIONS 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.



Notary Public, State of PA

Qualified in PA

Commission Expires May 27, 2028

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☒ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME HISI Health Solutions, LLC		3. IDENTIFICATION NUMBERS a) FEIN # 61-2244654 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD: N/A		5. WEBSITE ADDRESS (if applicable) www.gethisi.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 114 West Broad Street, Suite C, Telford, PA 18969		7. TELEPHONE NUMBER 610-615-5911	8. FAX NUMBER 610-615-5939
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i> N/A		10. TELEPHONE NUMBER N/A	11. FAX NUMBER N/A
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Nanette Poserina Title Partner Telephone Number 610-615-5911 Fax Number 610-615-5939 e-mail Nanettep@gethisi.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Nanette Poserina	TITLE Partner	b) NAME	TITLE
c) NAME Chris Szem	TITLE Partner	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor.		☐ Yes ☒ No	
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:			
a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i>		☐ Yes ☒ No	
b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i>		☐ Yes ☒ No	

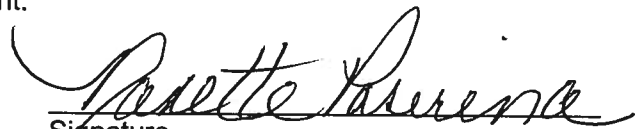
16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:	
a)	1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; 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 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."	☐ 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 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.	☐ 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 AFFILIATES: 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.	☐ Yes ☒ No
-----	---	---

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

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

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



Signature

President

Title

HISI Health Solutions, LLC

Company Name

April 23, 2025

Date

RESOLUTION NO. 308

AUTHORIZING AN AGREEMENT WITH HEALTH INSURANCE SOLUTIONS INCORPORATED REGARDING EMPLOYEE BENEFITS ADVISORY SERVICES

Introduced: 8/11/25

By Personnel Committee:

WHEREAS, The Commissioner of the Department of Human Resources has requested authorization to enter into an agreement with Health Insurance Solutions Incorporated regarding advisory services for employee benefits for Albany County, and

WHEREAS, The Commissioner, working with the Purchasing agent, issued a Request for Proposals (RFP) regarding employee benefit advisory services, and of the 6 responses received, Health Insurance Solutions Incorporated was selected as the best value proposer, and

WHEREAS, The Commissioner indicated that Health Insurance Solutions Incorporated would provide employee benefit advisory services for a term commencing September 1, 2025 and ending August 31, 2026, with two additional one-year options to renew, in an amount based upon the savings realized by Albany County, with an estimated cost savings of roughly \$10 million, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is authorized to enter into an agreement with Health Insurance Solutions Incorporated, Telford, PA 18969, regarding employee benefit advisory services for Albany County, in an amount based upon for formula provided in the RFP, for a term commencing September 1, 2025 and ending August 31, 2026, with two additional 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.

ALBANY COUNTY SHERIFF'S OFFICE

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CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

June 25, 2025

Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Re: Request for Legislative Action
Bond Resolutions

50
Dear Chairwomen Cunningham

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

Briefly, this request is authorization of the following bond resolutions.

1. Albany County Sheriff's Office Network Upgrade - \$1,500,000
2. Albany County Sheriff's Facilities Upgrade - \$489,000

These projects have been included in the current Capital Plan.

Should there be any questions, please do not hesitate to call

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple, Sr.", written over a printed name and title.

Craig D. Apple, Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Request for Legislative approval for personnel adjustments at the Albany County Sheriff's Office

..body

Date:	June 25, 2025	Submitted By:	Craig D. Apple, Sr.
Department:	Sheriff's Office	Title:	Sheriff
Attending Meeting:	Sheriff Craig D. Apple, Sr.	Phone:	518-487-5440

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: 1,989,000

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: Enter text.

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

The Albany County Sheriff's Office respectfully requests approval of bond resolutions authorizing 1.5M for Network Upgrade and 489,000 to address renovations and long term improvements to County owned and operated facilities by Albany County Sheriff.

RESOLUTION NO. 202**PUBLIC HEARING ON THE PROPOSED 2026-2030 ALBANY COUNTY
CAPITAL PROGRAM**

Introduced: 5/12/25

By Audit and Finance Committee:

WHEREAS, Pursuant to Albany County Charter § 609, the Albany County Legislature shall publish a summary of the proposed Capital Program for Albany County as well as the time and place for a public hearing on such summary, now, therefore, be it

RESOLVED, That the summary of the proposed Albany County Capital Program for 2026-2030 shall be made available for public inspection on the County website and at the Offices of the County Clerk, Albany County Courthouse, Albany, NY and the Clerk of the Legislature, 112 State Street, Room 740, Albany, NY, during normal business hours, and, be it further

RESOLVED, By the Albany County Legislature that a public hearing on the proposed Albany County Capital Program for 2026-2030 will be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:00 p.m. on Tuesday, May 27, 2025, and the Clerk of the County Legislature is hereby directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

A Fund - Albany County Sheriff's Office Capital Projects

ACSO Network UpgradeProject Number: S2601

Debt Account: _____

Project Description: This project is to implement a secure, agency specific, communications and productivity solution. Law Enforcement and Public Safety agencies are required to have a higher degree of security than most other network systems.

Amendment(s):

Project Status:	<u>1</u>	New	<u>Existing</u>	<u>Amended</u>	<u>Continual</u>	<u>Completed</u>			
Authorized Funding	Pre-2025	2025	2026	2027	2028	2029	2030	Total	
County		1.500						1.500	
State								-	
Federal								-	
Other								-	
Total Project Cost	-	1.500	-	-	-	-	-	1.500	

Albany County Sheriff's Office Facilities UpgradeProject Number: S2602

Debt Account: _____

Project Description: This project will address renovations and long term improvements to any/all County owned and operated facilities by the Albany County Sheriff. These improvements will include various upgrades including but not limited to moving & relocation costs, engineering, structural, construction and property evaluation services.

Amendment(s):

Project Status:	<u>1</u>	New	<u>Existing</u>	<u>Amended</u>	<u>Continual</u>	<u>Completed</u>			
Authorized Funding	Pre-2025	2025	2026	2027	2028	2029	2030	Total	
County		0.489						0.489	
State								-	
Federal								-	
Other								-	
Total Project Cost	-	0.489	-	-	-	-	-	0.489	

Sheriff's Office Capital Plan Summary: All Projects

Project Status:	<u>2</u>	New	<u>0</u>	Existing	<u>0</u>	Amended	<u>0</u>	Continual	<u>0</u>	Completed
Authorized Funding		Pre-2025	2025	2026	2027	2028	2029	2030	Total	
County		-	1.989	-	-	-	-	-	1.989	
State		-	-	-	-	-	-	-	-	
Federal		-	-	-	-	-	-	-	-	
Other		-	-	-	-	-	-	-	-	
Total Project Cost		-	1.989	-	-	-	-	-	1.989	

RESOLUTION NO. 309

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED AUGUST 11, 2025, AUTHORIZING THE CONSTRUCTION OF NETWORK UPGRADES FOR THE COUNTY SHERIFF'S OFFICE, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$1,500,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$1,500,000 BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 8/11/25

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the "County") is hereby authorized to construct network upgrades for the County Sheriff's office, as further described in the County's 2026-2030 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$1,500,000 and said amount is hereby appropriated therefor. The plan of financing is described as follows: (a) the issuance of an amount not to exceed \$1,500,000 of bonds (and bond anticipation notes in anticipation of the issuance of such bonds) in such series and amounts as may be necessary to pay the cost thereof, (b) the receipt of various federal and state grants, and/or (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 \$1,500,000 amount authorized by this resolution, or pay down such obligations with the amount of such grants and other moneys received by the County.

Section 2. Bonds (and bond anticipation notes in anticipation of the issuance of such bonds) in the aggregate principal amount not to exceed \$1,500,000 to finance said appropriation 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) The period of probable usefulness applicable to the specific object or purpose herein authorized and for which \$1,500,000 of said bonds are herein authorized to be issued, within the limitations of Sections 11.00a. 32 and 108 of the New York Local Finance Law (the "Law"), is five (5) years.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. The 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 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. 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, Section 164.00 and Section 168.00 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 project. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 1 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(1) and (5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

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. If the County determines to issue bonds or bond anticipation notes to finance the specific objects or purposes authorized by this resolution, the County then reasonably expects to reimburse such expenditures with the proceeds of such bonds or bond anticipation notes. If the County determines to issue bonds or bond anticipation notes to finance the specific objects or purposes authorized by this resolution, then 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. The provisions of this section are expressly subject to the plan of finance as determined by the County as described in Section 1 above.

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:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) 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

- (2) 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 official newspaper(s) of the County for such publication.

ALBANY COUNTY SHERIFF'S OFFICE

400

CRAIG D. APPLE, SR.
SHERIFF



MICHAEL S. MONTELEONE
EXECUTIVE UNDERSHERIFF

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

June 25, 2025

Honorable Joanne Cunningham
Legislative Clerk's Office
112 State Street, Room 710
Albany, New York 12207

Re: Request for Legislative Action
Bond Resolutions

JO
Dear Chairwomen Cunningham

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

Briefly, this request is authorization of the following bond resolutions.

1. Albany County Sheriff's Office Network Upgrade - \$1,500,000
2. Albany County Sheriff's Facilities Upgrade - \$489,000

These projects have been included in the current Capital Plan.

Should there be any questions, please do not hesitate to call

Sincerely,

A handwritten signature in black ink, appearing to read "Craig D. Apple, Sr.", is written over the typed name and title.

Craig D. Apple, Sr.
Sheriff

Cc. Hon. Daniel P. McCoy, County Executive
Hon. Wanda Willingham, Audit & Finance Committee

REQUEST FOR LEGISLATIVE ACTION**Description (e.g., Contract Authorization for Information Services):**

..title

Request for Legislative approval for personnel adjustments at the Albany County Sheriff's Office

..body

Date:	June 25, 2025	Submitted By:	Craig D. Apple, Sr.
Department:	Sheriff's Office	Title:	Sheriff
Attending Meeting:	Sheriff Craig D. Apple, Sr.	Phone:	518-487-5440

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: 1,989,000

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: Enter text.

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

The Albany County Sheriff's Office respectfully requests approval of bond resolutions authorizing 1.5M for Network Upgrade and 489,000 to address renovations and long term improvements to County owned and operated facilities by Albany County Sheriff.

RESOLUTION NO. 202**PUBLIC HEARING ON THE PROPOSED 2026-2030 ALBANY COUNTY
CAPITAL PROGRAM**

Introduced: 5/12/25

By Audit and Finance Committee:

WHEREAS, Pursuant to Albany County Charter § 609, the Albany County Legislature shall publish a summary of the proposed Capital Program for Albany County as well as the time and place for a public hearing on such summary, now, therefore, be it

RESOLVED, That the summary of the proposed Albany County Capital Program for 2026-2030 shall be made available for public inspection on the County website and at the Offices of the County Clerk, Albany County Courthouse, Albany, NY and the Clerk of the Legislature, 112 State Street, Room 740, Albany, NY, during normal business hours, and, be it further

RESOLVED, By the Albany County Legislature that a public hearing on the proposed Albany County Capital Program for 2026-2030 will be held by the County Legislature in the William J. Conboy II Legislative Chambers, Albany County Courthouse, Albany, New York at 7:00 p.m. on Tuesday, May 27, 2025, and the Clerk of the County Legislature is hereby directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

A Fund - Albany County Sheriff's Office Capital Projects

ACSO Network UpgradeProject Number: S2601

Debt Account: _____

Project Description: This project is to implement a secure, agency specific, communications and productivity solution. Law Enforcement and Public Safety agencies are required to have a higher degree of security than most other network systems.

Amendment(s):

Project Status:	<u>1</u>	New	<u> </u>	Existing	<u> </u>	Amended	<u> </u>	Continual	<u> </u>	Completed
Authorized Funding			Pre-2025	2025	2026	2027	2028	2029	2030	Total
County				1.500						1.500
State										-
Federal										-
Other										-
Total Project Cost			-	1.500	-	-	-	-	-	1.500

Albany County Sheriff's Office Facilities UpgradeProject Number: S2602

Debt Account: _____

Project Description: This project will address renovations and long term improvements to any/all County owned and operated facilities by the Albany County Sheriff. These improvements will include various upgrades including but not limited to moving & relocation costs, engineering, structural, construction and property evaluation services.

Amendment(s):

Project Status:	<u>1</u>	New	<u>Existing</u>		<u>Amended</u>		<u>Continual</u>		<u>Completed</u>	
Authorized Funding			Pre-2025	2025	2026	2027	2028	2029	2030	Total
	County			0.489						0.489
	State									-
	Federal									-
	Other									-
Total Project Cost			-	0.489	-	-	-	-	-	0.489

Sheriff's Office Capital Plan Summary: All Projects

Project Status:	<u>2</u>	New	<u>0</u>	Existing	<u>0</u>	Amended	<u>0</u>	Continual	<u>0</u>	Completed
Authorized Funding		Pre-2025	2025	2026	2027	2028	2029	2030	Total	
County		-	1.989	-	-	-	-	-	1.989	
State		-	-	-	-	-	-	-	-	
Federal		-	-	-	-	-	-	-	-	
Other		-	-	-	-	-	-	-	-	
Total Project Cost		-	1.989	-	-	-	-	-	1.989	

RESOLUTION NO. 310

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, DATED AUGUST 11, 2025, AUTHORIZING THE CONSTRUCTION OF IMPROVEMENTS TO THE FACILITIES OF THE ALBANY COUNTY SHERIFF, STATING THE ESTIMATED MAXIMUM COST THEREOF IS \$489,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF \$489,000 BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 8/11/25

By Audit and Finance Committee:

THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, NEW YORK, HEREBY RESOLVES AS FOLLOWS:

Section 1. The County of Albany, New York (the “County”) is hereby authorized to construct improvements to the facilities of the Albany County Sheriff, as further described in the County’s 2026-2030 Capital Program, as amended and supplemented (hereinafter referred to as the “Capital Program”). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed \$489,000 and said amount is hereby appropriated therefor. The plan of financing is described as follows: (a) the issuance of an amount not to exceed \$489,000 of bonds (and bond anticipation notes in anticipation of the issuance of such bonds) in such series and amounts as may be necessary to pay the cost thereof, (b) the receipt of various federal and state grants, and/or (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 \$489,000 amount authorized by this resolution, or pay down such obligations with the amount of such grants and other moneys received by the County.

Section 2. Bonds (and bond anticipation notes in anticipation of the issuance of such bonds) in the aggregate principal amount not to exceed \$489,000 to finance said appropriation 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) The period of probable usefulness applicable to the specific object or purpose herein authorized and for which \$489,000 of said bonds are herein

authorized to be issued, within the limitations of Section 11.00a. 12 a (2) of the New York Local Finance Law (the “Law”), is fifteen (15) years.

(b) Current funds are not required by the Law to be provided as a down payment prior to the issuance of the bonds authorized by this resolution or any bond anticipation notes issued in anticipation thereof in accordance with Section 107.00 of the Law.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. The 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 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. 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, Section 164.00 and Section 168.00 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 project. Based upon an examination of the projects and memoranda from the Albany County Department of Economic Development, Conservation and Planning, the County hereby makes the following determination: The project authorized by this resolution described in Section 1 constitutes a “Type II action” pursuant to 6 NYCRR 617.5(c)(1) and (5); and therefore that, pursuant to 6 NYCRR 617.6(a)(1)(i), the County has no further responsibilities under SEQRA with respect to the project.

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. If the County determines to issue bonds or bond anticipation notes to finance the specific objects or purposes authorized by this resolution, the County then reasonably expects to reimburse such expenditures with the proceeds of such bonds or bond anticipation notes. If the County determines to issue bonds or bond anticipation notes to finance the specific objects or purposes authorized by this resolution, then 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. The provisions of this section are expressly subject to the plan of finance as determined by the County as described in Section 1 above.

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:

- (1) (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) 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

- (2) 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 official newspaper(s) of the County for such publication.



DANIEL P. McCOY
COUNTY EXECUTIVE

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

MICHAEL McGUIRE
DIRECTOR

July 7, 2025

Honorable Joanne Cunningham, Chairperson
Albany County Legislature
112 State Street, Rm 710
Albany, NY 12207

Re: Requesting legislative approval for the disposition of tax foreclosed parcels

Dear Chairperson Cunningham,

No reacquisition requests exist for these parcels. No 2025 requests from non-profits are noted in the files. No potential County Use has been identified.

Included on the attached listing are the following properties previously authorized for conveyance:

<u>Property Address</u>	<u>Resolution</u>		
88 Alexander St	Resolution # 20-439	74 Miller Road	Resolution #20-69
1116 Broadway	Resolution # 20-439	Brookview Dr	Resolution # 19-398
43 Judson St	Resolution # 16-491	500 Bozenkill Road	Resolution # 17-481
63 Judson St	Resolution # 18-271	2123 Delaware Tpke	Resolution # 19-398
768 Livingston Ave	Resolution # 18-271	2197 Tarrytown Road	Resolution # 19-250
66 Ontario St	Resolution # 17-506		
68 Osborne St	Resolution # 20-439		
505 Second St	Resolution # 17-506		
261 Sheridan Ave	Resolution # 17-260		
205 Sherman St	Resolution # 18-271		
305 Sherman St	Resolution # 19-399		

<u>Property Address</u>	<u>Resolution</u>
603 South Pearl St Rear	Resolution # 18-271
84 Third Ave	Resolution # 17-506
6 Thornton St	Resolution # 19-399
County RTE 156	Resolution # 18-317
Brookhaven Lane	Resolution # 20-69
237 Wemple Road	Resolution # 20-69

An RFP for on-line auctioneering is pending. However, in order to expedite transfer of tax foreclosed structures prior to the winter of 2025-2026, the Department of Management and Budget requests authorization to list the foreclosed parcels on the attached listing for "public sale" via County webpage, utilizing a sealed bid process.

It is the intent of the County for this offering to establish the "full value" for each property as defined by RPTL § 1197.2.(a): "Where the property was sold by a public sale/auction, the amount paid for the property shall be accepted as the full value of the property. No party may maintain a claim for surplus or any other claim or action against the tax district on the basis that the amount paid for the property did not fairly represent the property's value."

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

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael McGuire", with a long horizontal flourish extending to the right.

Michael McGuire, IAO, CCD
Real Property Tax Service Agency

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6699, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting legislative approval for the disposition of tax foreclosed parcels

Date: 7/9/2025
Department: Real Property
Attending Meeting: David Reilly, Patrick Curran & Jeff Neal
Submitted By: Michael McGuire
Title: Director
Phone: 518-487-5292

Purpose of Request: Approval of Plan/Procedure 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 01052
Revenue Amount: Unknown
Appropriation Account and Line: Enter text.
Appropriation Amount: Enter text.

ADDITIONAL INFORMATION:

Mandated Program/Service: Yes ☒ No ☐
If Mandated, Cite Authority: NYS RPLT Article 11 Title 3
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 Department of Management and Budget has completed a review of the tax foreclosed parcels that remain in County ownership as of May 31, 2025.

The Department is requesting authorization under the 2025 County Disposition Plan to offer the attached listing for “public sale” in compliance with the US Supreme Court and NYS Law provisions related to distribution of surplus proceeds.

Municipality	Street #	Street Name	Tax Map Number	Former Owner	Election District	Legislative District	Class Code	Potential Value	Property Assessed Value at Foreclosure	Tax Statement Amount	Tax Statement Date	Condition-Inspection Report	Inspection Report Date	Index Number	Judgment Granted Date	CURRENT CONDITION 7/1/2025	2025 STATUS Building or Lot
City of Cobles	168	VUET BLVD	10.11-2-3	McConrick, Mary	District 3	District 18	110 - Residential	\$ 5,000.00	\$ 8,100	\$ 28,984.89	8/12/2024	Poor	1/24/2022	07592-16	6/1/2022		lot
City of Cobles	11	SARGENT ST	10.11-4-19	Englis, Edward	District 1	District 17	111 - Residential Vacant Land	\$ 500.00	\$ 6,200	\$ 3,251.08	12/17/2017	Fair	2/20/2018	6160-13	8/16/2020		lot
City of Cobles	9	OAK ST	10.12-3-45	Prosser, Florence F	District 3	District 18	220 - Two Family Year-Round Residence	\$ 50,000.00	\$ 66,100	\$ 21,749.97	8/31/2021	Poor	2/23/2022	07592-16	6/1/2022	Poor	Building
City of Cobles	18	SARGENT ST	10.19-3-4	Navarro, Chantelle	District 1	District 17	111 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 2,210.88	12/31/2024						lot
City of Cobles	109	SARATOGA ST	10.60-1-25	Chenette, Brian	District 1	District 17	330 - Vacant Land Located in Commercial Areas	\$ 5,000.00	\$ 13,100	\$ 101,184.89	8/31/2021	Poor	2/24/2022	07592-16	6/1/2022		lot
City of Cobles	7	Walnut Street	10.65-2-2	Denkowski, Genevieve	District 3	District 18	220 - Two Family Year-Round Residence	\$ 57,300.00	\$ 57,300	\$ 47,134.81	12/31/2024			07725-17	June 29, 2023	Fair	Building
City of Cobles	73	BROADWAY	10.66-3-15	Hoffman, Geraldine	District 4	District 18	220 - Two Family Year-Round Residence	\$ 80,000.00	\$ 80,000	\$ 42,552.54	11/26/2018	Fair	12/5/2018	6118-14	6/1/2022	Fair	Building
City of Cobles	23	Cedar Street	10.68-1-14	Macchi, Jason S	District 1	District 17	210 - One Family Year-Round Residence	\$ 68,900.00	\$ 68,900	\$ 44,696.55	12/31/2024	Fair	1/20/2023	06065-18	June 29, 2023	Poor	Building
City of Cobles	8	Columbia Street	10.75-4-4	LaBarge, Thomas E	District 1	District 17	210 - One Family Year-Round Residence	\$ 53,700.00	\$ 53,700	\$ 58,789.83	12/31/2024	Poor	1/24/2023	07725-17	June 29, 2023	Poor	Building
City of Cobles	286	ELMORE ST	10.9-3-34	Daigneau, Deborah D	District 4	District 18	311 - Residential Vacant Land	\$ 3,500.00	\$ 3,500	\$ 10,437.39	8/31/2021	Poor	12/7/2018	07592-16	6/1/2022		lot
City of Cobles	286	ELMORE ST	10.9-3-35	Daigneau, Deborah D	District 4	District 18	311 - Residential Vacant Land	\$ 8,700.00	\$ 8,700	\$ 20,172.61	8/31/2021	Fair	12/7/2018	07592-16	6/1/2022		lot
City of Cobles	332	VUET BLVD	10.9-3-36	Daigneau, Deborah D	District 4	District 18	210 - One Family Year-Round Residence	\$ 25,000.00	\$ 66,500	\$ 2,011.40	8/31/2021	Poor	3/7/2022	07592-16	6/1/2022	Poor	Building
Town of New Scotland	2157	TARRYTOWN ROAD	105-4-2-28	McMillen, Jean Marie	District 4	District 38	311 - Residential Vacant Land	\$ 3,500.00	\$ 3,500	\$ 3,110.87	10/10/2018		4/16/2015	6098-11	6/13/2018		lot
Town of New Scotland	2123	DELAWARE TPKE	105-4-2-6	Pemberton, Clarence	District 4	District 38	210 - One Family Year-Round Residence	\$ 15,000.00	\$ 81,000	\$ 22,301.07	10/31/2018	Poor	1/22/2019	1579-14	5/20/2019	Poor	Building
Town of Bethlehem	237	WEMPLER RD	108.06-1-23	Traditional Builders Ltd	District 5	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 97,100	\$ 22,926.61	5/6/2019	Poor	6/29/2019	2651-15	11/20/2019		lot
Town of Bethlehem		BROOKHAVEN LN	109.10-1-130	Traditional Builders Ltd	District 5	District 36	311 - Residential Vacant Land	\$ 2,000.00	\$ 2,000	\$ 1,246.42	5/6/2019	Fair	6/29/2019	2651-15	11/20/2019		lot
Town of Bethlehem		PARKER RD	122.00-3-35	MacMillen, Ward	District 2	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 34,500	\$ 9,856.04	1/31/2021	Fair	12/1/2021	05419-16	6/1/2022		lot
Town of Bethlehem		PARKER RD	122.00-3-36	Bemis, Alexander	District 2	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 24,100	\$ 6,447.00	1/31/2021	Good	12/1/2021	05419-16	6/1/2022		lot
Town of Guilderland	3620	WESTERN TPKE	13.00-1-10.1	VanWormer, Mark C	District 21	District 31	312 - Vacant with Improvement	\$ 35,000.00	\$ 54,813	\$ 53,644.19	5/7/2019	Fair	9/20/2019	2651-15	5/20/2021	Poor	Building
Town of Westerlo	158	ST RTE 143	140-1-14.1	McCollum, Booker T	District 2	District 39	210 - One Family Year-Round Residence	\$ 105,000.00	\$ 1,050	\$ 28,429.93	1/7/2019	Poor	7/30/2019	2651-15	5/20/2021	Poor	Building
Town of Westerlo	69	COUNTERTOP DR	151-2-44	Davis, Christopher	District 1	District 38	311 - Residential Vacant Land	\$ 800.00	\$ 100	\$ 2,982.20	1/31/2021	Poor	11/29/2021	05419-16	6/1/2022		lot
Town of Colonie	69	MORRIS RD	16.4-4-6	Lato, Arnold	District 34	District 27	311 - Residential Vacant Land	\$ 7,700.00	\$ 5,000	\$ 33,874.59	1/31/2021	Fair	11/23/2021	05419-16	6/1/2022		lot
Town of Colonie	7	CLEGG AVE	16.6-1-1	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 2,372.21	1/31/2021	Fair	1/10/2022	05419-16	6/1/2022		lot
Town of Colonie	112	GRAY AVE	16.6-1-12	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 647.29	1/31/2021	Fair	1/5/2022	05419-16	6/1/2022		lot
Town of Colonie	123	AMHERST AVE	16.6-1-15	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 500.00	\$ 500	\$ 659.62	1/31/2021	Fair	1/5/2022	05419-16	6/1/2022		lot
Town of Colonie	121	AMHERST AVE	16.6-1-16	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,100.00	\$ 1,100	\$ 740.46	1/31/2021	Fair	12/22/2021	05419-16	6/1/2022		lot
Town of Colonie	119	AMHERST AVE	16.6-1-17	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,100.00	\$ 1,100	\$ 535.46	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		lot
Town of Colonie	117	AMHERST AVE	16.6-1-18	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 2,200.00	\$ 2,200	\$ 801.37	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		lot
Town of Colonie	110	AMHERST AVE	16.6-1-36	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 500.00	\$ 500	\$ 359.62	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		lot
Town of Colonie	112	AMHERST AVE	16.6-1-37	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 644.62	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		lot
Town of Colonie	122	AMHERST AVE	16.6-1-40	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 644.62	1/31/2021	Poor	1/31/2021	05419-16	6/1/2022		lot
Town of Colonie	132	AMHERST AVE	16.6-1-41	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 2,700.00	\$ 2,700	\$ 928.69	1/31/2021	Poor	1/31/2021	05419-16	6/1/2022		lot
Town of Colonie	87	FERRARA AVE	16.6-1-42	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 2,700.00	\$ 2,700	\$ 928.69	1/31/2021	Fair	12/23/2021	05419-16	6/1/2022		lot
Town of Colonie	89	FERRARA AVE	16.6-1-43	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 900.00	1/31/2021			05419-16	2022-06-01		lot
Town of Colonie	81	FERRARA AVE	16.6-1-44	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 489.65	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		lot
Town of Colonie	79	FERRARA AVE	16.6-1-45	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 489.65	1/31/2021	Fair	12/23/2021	05419-16	6/1/2022		lot
Town of Colonie	77	FERRARA AVE	16.6-1-46	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 489.65	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		lot
Town of Colonie	78	GRAY AVE	16.6-1-9	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,200.00	\$ 1,200	\$ 541.33	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		lot
Town of Colonie	80	FERRARA AVE	16.6-2-3	Davis, Christopher	District 34	District 27	311 - Residential Vacant Land	\$ 1,700.00	\$ 1,700	\$ 842.02	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		lot
Town of Colonie	85	FISLER AVE	16.6-2-53	Harrell, David C	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 634.40	1/31/2021	Fair	12/10/2021	05419-16	6/1/2022		lot
Town of Rensselaerville	101	NILES ROAD EXT	101-1-7	Unknown	District 3	District 39	214 - Rural Vacant Lots of 10 Acres or Less	\$ 300.00	\$ 854	\$ 3,200.00	12/31/2024		4/26/2017	150-2014			lot
Town of Coeymans	136	MAIN ST	168.10-4-2	Reks, Mawan	District 1	District 37	481 - Downtown Row Type (with common wall)	\$ 15,000.00	\$ 60,000	\$ 35,688.57	3/31/2023	Fair	1/31/2023	05419-16	6/1/2022	Poor	Building
Town of Coeymans	2	UTHE BLVD	168.10-1-12	Macera, Justin C	District 3	District 37	210 - One Family Year-Round Residence	\$ 150,000.00	\$ 164,000	\$ 43,237.68	10/31/2018	Fair	1/24/2019	1579-14	5/20/2021	Poor	Building
Town of Colonie	74	MILLER ROAD	19.2-3-34.42	Rosewood Plaza, LP	District 4	District 20	311 - Residential Vacant Land	\$ 4,500.00	\$ 3,000	\$ 2,807.36	5/7/2019	Fair	7/21/2019	2651-15	11/20/2019		lot
City of Cobles	106	SARATOGA ST	20.12-3-3	Bemis, Paul R	District 3	District 17	210 - One Family Year-Round Residence	\$ 50,000.00	\$ 50,000	\$ 46,224.66	8/7/2021	Fair	4/10/2023	6118-14	9/16/2023	Fair	Building
City of Cobles	270	Central Ave	20.8-2-36	Duch, Shirley	District 3	District 17	210 - One Family Year-Round Residence	\$ 185,159.00	\$ 59,100	\$ 53,252.78	12/31/2024	Poor	1/20/2023	07725-17	June 29, 2023	Poor	Building
City of Cobles	31	LINCOLN AVE	20.8-3-37	Berkin, Edward L	District 3	District 17	220 - Two Family Year-Round Residence	\$ 117,400.00	\$ 58,700	\$ 28,230.28	11/16/2020			07592-16	6/1/2022		lot
Town of Guilderland		IN PARKWAY DR	17.20-1-52	Masters, Carmen	District 5	District 39	311 - Residential Vacant Land	\$ 1,400.00	\$ 1,100	\$ 1,623.88	10/31/2018	Fair	1/29/2019	1579-14	5/20/2019		lot

Town of Guiderland		BROOKVIEW DR	28.05-2-1	Masters, Carmen	District 8	District 29
City of Watervliet	2441	Broadway	32.51-3-3	McHugh, Joanne	District 1	District 16
City of Watervliet	1416	7th Ave	32.66-2-4	Lamont, David J	District 1	District 15
City of Watervliet	1343	IRD AVE	32.74-4-47	Dugan, William C	District 6	District 15
Town of Knox	500	ROZENVILLE ROAD	36-2-8	Van Derburg, Ronald	District 1	District 31
Town of Colonie	121	SCHENNAWEN RD	4-4-1-14	Palka, Tad M	District 1	District 19
City of Watervliet	103	8th Street	44.50-3-12	Roberts, Mark C	District 5	District 15
City of Watervliet	212	2nd Avenue	44.58-1-35	Williams, Mary L	District 4	District 15
City of Watervliet	329	Broadway	44.58-2-29	Lorenc Holdings LLC	District 4	District 15
Town of Knox	1670	BERNE ALTAMONT RD	47-1-30	Tynchyn, Shenna A	District 2	District 31
Town of Guiderland	14	CROSS STREET	53.12-1-14	Lepore, Frank S	District 1	District 11
City of Albany	14	VILLA ST	64.28-3-49	McNally, Richard	District 2	District 11
City of Albany	118	BERNSHIRE BLVD	64.47-1-36	Amey, John A	District 2	District 11
City of Albany	15	MANNING BLVD	64.50-1-12	Smith, Marjorie	District 4	District 19
City of Albany	227	SEMINOLE AVENUE	64.54-4-11	Xu, Weigang	District 3	District 10
City of Albany	209	SEMINOLE AVENUE	64.54-4-2	Xu, Weigang	District 3	District 10
City of Albany	213	SEMINOLE AVENUE	64.54-4-4	Xu, Weigang	District 3	District 10
City of Albany	213	SEMINOLE AVENUE	64.54-4-5	Xu, Weigang	District 3	District 10
City of Albany	0	BEAR 129 KRUMLILL RD	64.69-3-6	Masters, Carmen	District 3	District 10
City of Albany	0	BEAR 129 KRUMLILL RD	64.69-4-10	Desantis, Marie Rose	District 3	District 10
City of Albany	0	BEAR 149 KRUMLILL RD	64.69-4-7	Gilliam, Kelly	District 3	District 10
City of Albany	0	BEAR 153 KRUMLILL RD	64.69-4-8	Desantis, Marie Rose	District 3	District 10
City of Albany	0	BEAR 157 KRUMLILL RD	64.69-4-9	Desantis, Marie Rose	District 3	District 10
City of Albany	415	LIVINGSTON AVE	65.10-2-3	Desautry, Samuel	District 3	District 3
City of Albany	797	LIVINGSTON AVE	65.21-1-27	Masters, Carmen	District 4	District 3
City of Albany	43	LIVINGSTON AVE	65.21-1-37	Hannan, John	District 4	District 3
City of Albany	768	LIVINGSTON AVE	65.21-1-57	Vakdes, Armando	District 4	District 3
City of Albany	505	THIRD ST	65.39-1-51	Portin, Gustavo	District 4	District 3
City of Albany	504	BEAR THIRD ST	65.39-1-62-2	Tabernacke	District 2	District 4
City of Albany	46	ONTARIO ST	65.39-1-74	Pizzano, Victor	District 2	District 4
City of Albany	505	SECOND ST	65.39-1-88	Halsdorf, David C Jr	District 2	District 4
City of Albany	43	ALBANY ST	65.44-2-7	Gerevics, Ronald	District 5	District 3
City of Albany	1116	BROADWAY	65.44-3-13	Barrington, Leon	District 5	District 3
City of Albany	13	MCHAMMY ST	65.44-3-30	Alexander, Shannon P	District 5	District 3
City of Albany	415	SHERMAN ST	65.46-1-23	JX Syndicate LLC	District 3	District 4
City of Albany	4	QUAIL ST	65.47-5-44	Jackson, Ida	District 4	District 3
City of Albany	141	QUAIL ST	65.54-2-46	Exclusive Properties	District 3	District 7
City of Albany	405	SHERMAN ST	65.54-5-19	Kelly, Brian	District 3	District 4
City of Albany	402	SECOND ST	65.55-6-3	Kappeler, Robert Edward-Pelway	District 2	District 4
City of Albany	389	FIRST ST	65.55-6-53	Sharmine	District 2	District 4
City of Albany	399	FIRST ST	65.55-6-57	Davieson, Dale	District 2	District 4
City of Albany	28	THORNTON ST	65.56-1-18	Plyals, Laura	District 1	District 2
City of Albany	382	LIVINGSTON AVE	65.56-1-22	Collins, Fitzroy	District 1	District 2
City of Albany	386	LIVINGSTON AVE	65.56-1-24	Collins, Fitzroy	District 1	District 2
City of Albany	404	LIVINGSTON AVE	65.56-1-35	Robinson, Char	District 1	District 2
City of Albany	43	LUDSON ST	65.56-1-42	Freese, Randy	District 1	District 2
City of Albany	43	LUDSON ST	65.56-2-21	Stratton, Geraldine	District 2	District 4
City of Albany	0	THORNTON ST	65.56-2-48	Urban, Antoni	District 2	District 4
City of Albany	297	NORTHERN BLVD	65.57-2-82	Edmons, Etanched	District 3	District 3
City of Albany	175	QUAIL ST	65.63-5-25	Exclusive Properties	District 3	District 7
City of Albany	596	WASHINGTON AVE	65.63-3-8	Exclusive Properties	District 3	District 7
City of Albany	205	SHERMAN ST	65.63-2-20	Kuhnel, Maria	District 3	District 4
City of Albany	336	FIRST ST	65.64-1-3	The Frank Chapman Memorial	District 2	District 4
City of Albany	198	CLYTON AVE	65.64-3-2	Wojcik, John	District 4	District 2
City of Albany	302	FIRST ST	65.64-4-2	Saleh, Amin H	District 4	District 2
City of Albany	232	FIRST ST	65.64-5-11	Coles, Doris	District 4	District 2
City of Albany	180	SECOND ST	65.64-6-3	Barfield, Richard	District 1	District 2
City of Albany	179	SECOND ST	65.65-2-62	Brodhead, Chester	District 1	District 2
City of Albany	236	LIVINGSTON AVE	65.65-4-20	Johnson, Eric	District 1	District 2
City of Albany	163	LIVINGSTON AVE	65.65-1-26	Montano, Terra	District 2	District 2
City of Albany	164	COLONE STREET	65.66-2-22	Okune, Shelly M	District 2	District 2
City of Albany	152	SHERIDAN AVE	65.72-2-23	Dixon, Gailor	District 4	District 2
City of Albany	253	ELK ST	65.72-2-48	Caldwell, Barbara	District 4	District 2
City of Albany	255	ELK ST	65.72-2-49	Caldwell, Barbara	District 4	District 2
City of Albany	0	BEAR SHAKER RD	65.73-3-30	Sampson, Carol	District 3	District 3
City of Albany	244	ELK ST	65.73-3-21	Grady, Leamon	District 4	District 2
City of Albany	153	SHERIDAN AVE	65.73-5-36	Pagan, Andrea A	District 4	District 2
City of Albany	226	FIRST ST	65.73-1-2	Thigpen, Brian	District 4	District 2
City of Albany	17	DOVE ST	65.73-2-55	O'Brien, Vicky	District 4	District 2

311 - Residential Vacant Land	\$	5,000.00	\$	5,000	\$	1,623.88	10/31/2018	Fair	1/29/2019	1579-14	5/20/2019		lot
330 - Vacant Land Located in Commercial Areas	\$	100,351.00	\$	31,800	\$	17,046.32	12/31/2024	Fair	1/9/2021	07726-17	June 29, 2023		lot
220 - Two Family Year-Round Residence	\$	123,700.00	\$	123,700	\$	17,864.84	4/21/2021	Fair	1/9/2021	07729-17	June 29, 2023	Fair	Building
311 - Residential Vacant Land	\$	5,000.00	\$	116,300	\$	80,770.61	8/31/2020	Poor	2/23/2022	07591-16	6/1/2022		Poor Building
210 - One Family Year-Round Residence	\$	15,000.00	\$	18,300	\$	9,486.82	5/7/2017	Poor	8/17/2017	1946-12	10/18/2017	Poor	Building
Canal Corp Issue, Vacant Lot	\$	5,000.00	\$	43,800	\$	6,130.59	5/7/2019	Fair	1/10/2019	2651-15	5/20/2021	Poor	Building
210 - One Family Year-Round Residence	\$	96,800.00	\$	35,800	\$	5,949.49	8/13/2024	Poor	1/12/2023	07726-17	June 29, 2023	Fair	Building
220 - Two Family Year-Round Residence	\$	6,648.00	\$	24,800	\$	55,800.78	7/31/2022	Fair	1/16/2021	07591-16	2023-10-03	Fair	Building
311 - Residential Vacant Land	\$	5,000.00	\$	125,000	\$	326,620.55	12/31/2024	Poor	1/10/2023	07726-17	June 29, 2023		lot
421 - Restaurants	\$	147,400.00	\$	147,400	\$	59,693.42	10/31/2018	Fair	1/26/2019	1579-14	5/20/2021	Poor	Building
311 - Residential Vacant Land	\$	5,000.00	\$	1,000	\$	1,375.63	10/31/2018	Fair	1/12/2021	6129-13	4/20/2018		lot
311 - Residential Vacant Land	\$	16,307.00	\$	13,000	\$	10,222.59	6/30/2022		3/24/2022	05418-16	2023-06-22		lot
210 - One Family Year-Round Residence	\$	145,109.00	\$	116,000	\$	1,730.25	6/30/2022	Poor	7/27/2022	05418-16	2023-06-22	Good	Building
220 - Three Family Year-Round Residence	\$	304,817.00	\$	243,000	\$	76,763.83	1/14/2019	Fair	1/19/2018	2471-14	5/20/2021	Fair	Building
311 - Residential Vacant Land	\$	100.00	\$	2,283	\$	2,568.68	12/31/2024	Fair	7/19/2022	4246-07	10/17/2012		lot
311 - Residential Vacant Land	\$	100.00	\$	2,009	\$	393.39	4/15/2013	Fair	7/19/2022	4246-07	10/17/2012		lot
311 - Residential Vacant Land	\$	100.00	\$	2,009	\$	1,771.75	4/15/2013	Fair	7/19/2022	4246-07	10/17/2012		lot
311 - Residential Vacant Land	\$	100.00	\$	2,009	\$	1,771.75	4/15/2013	Fair	7/19/2022	4246-07	10/17/2012		lot
311 - Residential Vacant Land	\$	4,892.00	\$	3,900	\$	3,711.48	12/31/2024		5/10/2021		5/20/2021		lot
311 - Residential Vacant Land	\$	1,250.00	\$	2,900	\$	1,794.25	6/30/2022	Poor	7/27/2022	05418-16	2023-06-22		lot
311 - Residential Vacant Land	\$	3,638.00	\$	2,800	\$	498.98	6/30/2022	Poor	7/27/2022	05418-16	2023-06-22		lot
311 - Residential Vacant Land	\$	3,638.00	\$	600	\$	1,069.25	6/30/2022	Poor	7/27/2022	05418-16	2023-06-22		lot
311 - Residential Vacant Land	\$	753.00	\$	100	\$	410.17	6/30/2022	Poor	7/27/2022	05418-16	2023-06-22		lot
210 - One Family Year-Round Residence	\$	87,897.00	\$	3,100	\$	29,630.24	6/30/2022	Fair	7/12/2022	05418-16	May 25, 2023	Good	Building
311 - Residential Vacant Land	\$	5,143.00	\$	4,100	\$	12,879.30	12/31/2025	Fair	9/4/2018	5107-13	5/20/2021		lot
692 - Roads, Streets, Highways and Parkways	\$	1,500.00	\$	800	\$	493.43	12/31/2017	Good	1/19/2021	5107-13	2/9/2018		lot
311 - Residential Vacant Land	\$	70,000.00	\$	15,000	\$	15,063.85	12/1/2017	Poor	10/31/2016	5107-13	2/9/2018		lot
210 - One Family Year-Round Residence	\$	12,000.00	\$	2,800	\$	10,077.30	4/7/2017	Poor	5/16/2016	3088-12	10/18/2017	Poor	Building
220 - Two Family Year-Round Residence	\$	15,000.00	\$	4,100	\$	15,455.72	4/27/2017	Fair	5/20/2016	3088-12	10/18/2017	Poor	Building
210 - One Family Year-Round Residence	\$	50,000.00	\$	21,400	\$	35,745.38	4/27/2017	Fair	5/16/2016	3088-12	10/18/2017	Poor	Building
311 - Residential Vacant Land	\$	4,510.00	\$	2,500	\$	7,208.98	6/30/2022	Poor	7/5/2022	05418-16	05/25/23		lot
220 - Two Family Year-Round Residence	\$	15,000.00	\$	15,000	\$	5,979.43	8/13/2019	Poor	11/20/2019	2950-15	8/22/2020	Demolished	lot
220 - Two Family Year-Round Residence	\$	56,448.00	\$	3,600	\$	35,386.35	6/30/2022	Poor	11/7/2022	05418-16	May 25, 2023	Fair	Building
311 - Residential Vacant Land	\$	627.00	\$	45,000	\$	3,962.83	6/30/2022	Poor	7/18/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$	12,493.00	\$	9,800	\$	61,100.44	6/30/2022	Poor	7/11/2022	05418-16	May 25, 2023		lot
220 - Two Family Year-Round Residence	\$	122,800.00	\$	98,000	\$	89,713.24	6/30/2022	Fair	7/13/2022	05418-16	May 25, 2023	Fair	Building
220 - Two Family Year-Round Residence	\$	12,000.00	\$	12,000	\$	16,536.29	1/15/2019	Poor	11/20/2019	2471-14	5/20/2019	Fair	Building
220 - Two Family Year-Round Residence	\$	18,616.00	\$	15,000	\$	5,855.17	6/30/2022	Poor	7/15/2022	05418-16	May 25, 2023	Demolished	lot
311 - Residential Vacant Land	\$	1,882.00	\$	1,500	\$	17,684.03	6/30/2022	Fair	7/12/2022	05418-16	May 25, 2023		lot
312-Residential Land w/Small Imp.	\$	1,254.00	\$	1,000	\$	13,433.83	12/31/2024			2471-14	9/29/2021		lot
210 - One Family Year-Round Residence	\$	12,544.00	\$	10,000	\$	6,302.02	6/30/2022	Poor	10/7/2022	05418-16	May 25, 2023	Poor	Building
311 - Residential Vacant Land	\$	100,351.00	\$	16,800	\$	89,889.88	6/30/2022	Poor	7/13/2022	05418-16	2023-10-03		lot
220 - Three Family Year-Round Residence	\$	100,351.00	\$	16,800	\$	81,136.17	6/30/2022	Fair	9/30/2022	05418-16	2023-10-03	Poor	Building
210 - One Family Year-Round Residence	\$	79,027.00	\$	63,000	\$	23,124.53	3/1/2017	Fair	6/12/2018	3088-12	9/28/2021	Fair	Building
210 - One Family Year-Round Residence	\$	15,000.00	\$	35,000	\$	10,048.83	12/31/2017	Poor	1/4/2021	5107-13	1/9/2018	Poor	Building
220 - Two Family Year-Round Residence	\$	95,000.00	\$	108,000	\$	25,789.44	9/25/2015	Fair	7/27/2015	6100-11	6/13/2016	Demolished	lot
311 - Residential Vacant Land	\$	25,000.00	\$	94,000	\$	31,387.62	1/15/2019			2471-14	5/20/2019		lot
411 - Apartments	\$	18,616.00	\$	15,000	\$	17,088.14	12/14/2017	Fair	9/4/2018	5107-13	5/20/2021	Demolished	lot
311 - Residential Vacant Land	\$	160,562.00	\$	128,000	\$	104,804.52	6/30/2022	Poor	7/13/2022	05418-16	May 25, 2023		lot
330 - Vacant Commercial	\$	25,480.00	\$	100,000	\$	16,664.80	6/30/2022	Poor	7/13/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$	15,000.00	\$	15,000	\$	15,330.18	12/31/2017	Fair	5/2/2018	5107-13	2/9/2018		lot
311 - Residential Vacant Land	\$	1,882.00	\$	1,500	\$	1,660.03	1/14/2019	Poor	11/29/2018	2471-14	5/20/2021		lot
411 - Apartments	\$	84,079.00	\$	75,000	\$	74,297.27	6/30/2022	Poor	10/10/2022	05418-16	May 25, 2023	Poor	Building
220 - Two Family Year-Round Residence	\$	60,996.00	\$	67,000	\$	7,273.71	1/16/2019	Fair	1/16/2019	05418-16	5/20/2021	Poor	Building
311 - Residential Vacant Land	\$	1,882.00	\$	1,500	\$	1,660.03	1/14/2019	Poor	11/29/2018	2471-14	5/20/2021		lot
311 - Residential Vacant Land	\$	3,760.00	\$	3,000	\$	7,795.65	6/30/2022	Fair	7/15/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$	1,882.00	\$	2,800	\$	2,575.80	6/30/2022	Poor	7/15/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$	2,154.00	\$	1,000	\$	1,296.26	6/30/2022	Poor	7/15/2022	05418-16	May 25, 2023		lot
220 - Three Family Year-Round Residence	\$	18,616.00	\$	15,000	\$	20,263.97	6/30/2022	Poor	10/4/2022	05418-16	May 25, 2023	Fair	Building
220 - Two Family Year-Round Residence	\$	15,000.00	\$	15,000	\$	5,188.92	5/5/2017	Poor	8/4/2017	1579-14	5/20/2021	Poor	Building
311 - Residential Vacant Land	\$	10,573.00	\$	6,000	\$	115,349.79	12/31/2024			05418-16	May 25, 2023		lot
220 - Two Family Year-Round Residence	\$	15,000.00	\$	15,000	\$	19,120.35	6/30/2022	Poor	7/13/2022	05418-16	May 25, 2023	Poor	Building
311 - Residential Vacant Land	\$	1,204.00	\$	1,100	\$	2,422.78	6/30/2022	Fair	7/19/2022	05418-16	12/2/2024		lot
311 - Residential Vacant Land	\$	1,300.00	\$	1,100	\$	1,448.28	6/30/2022	Fair	8/29/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$	1,300.00	\$	1,100	\$	1,889.00	6/30/2022	Fair	7/19/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$	15,000.00	\$	26,000	\$	10,555.91	9/28/2018	Fair	1/10/2019	07726-17	6/2/2027		lot
220 - Two Family Year-Round Residence	\$	12,000.00	\$	132,000	\$	87,213.32	12/31/2024	Fair	7/13/2022	05418-16	May 25, 2023		lot
210 - One Family Year-Round Residence	\$	6,000.00	\$	6,000	\$	35,454.72	7/31/2023	Fair	1/14/2018	5107-13	December 1, 2022	Poor	Building

City of Albany	156	LIVINGSTON AVE	65.74-1-23	Alexander, Shannon D	District 1	District 2
City of Albany	42	SHERMAN ST	65.80-1-22	The Green Island Tabernacle	District 3	District 2
City of Albany	81	CLINTON AVE	65.82-4-43	Garland, Benjamin G	District 1	District 6
Town of Colonie	45	PIPERVIEW DRIVE	7-4-5-43	Unknown	District 1	District 22
City of Albany	21	LAWRENCE AVE	75.30-2-37	Cadino, John	District 3	District 8
City of Albany	70	ORIOLE AVENUE	75.83-1-16	Pelletiere, Mark	District 1	District 9
City of Albany	68	ORIOLE AVENUE	75.83-1-17	Pelletiere, Mark	District 1	District 9
City of Albany	66	ORIOLE AVENUE	75.83-1-18	Pelletiere, Mark	District 1	District 9
City of Albany	64	ORIOLE AVENUE	75.83-1-19	Pelletiere, Mark	District 1	District 9
City of Albany	62	ORIOLE AVENUE	75.83-1-20	Pelletiere, Mark	District 1	District 9
City of Albany	352	MOUNTAIN ST	75.84-1-28	Alexander, Grace	District 2	District 8
City of Albany	234	ELM ST	76.40-1-3	Kanfield, Fred	District 1	District 5
City of Albany	27	MYRTLE AVE	76.48-9-86	Powell, John	District 3	District 6
City of Albany	68	OSBORNE ST	76.56-4-9, 6801	Dickson, Laura	District 6	District 1
City of Albany	101	ALEXANDER ST	76.64-1-37	Poy, Tabitham	District 6	District 1
City of Albany	86	DELAWARE ST	76.64-1-6	Washington, Louis T	District 6	District 1
City of Albany	89	ALEXANDER ST	76.64-2-15, 20			
City of Albany	84	THIRD AVE	76.64-2-15,2	O'Brien, Daniel C	District 6	District 1
City of Albany	81	SECOND AVE	76.64-4-11	Maple Hill Two LLC	District 6	District 1
City of Albany	61	BROAD ST	76.64-5-49	Fosby, Kristine T	District 6	District 1
City of Albany	59	BROAD ST	76.65-2-74	Gecewicz, Ronald	District 2	District 6
City of Albany	59	BROAD ST	76.65-2-75	Gecewicz, Ronald	District 2	District 6
City of Albany	12	STEPHEN ST	76.72-1-32	Robinson, Jacqueline	District 6	District 1
City of Albany	32	LEONARD ST	76.72-4-68	The Green Island Tabernacle	District 5	District 1
Town of Berne		RT# 156	79.1-1-18	Crow, James G	District 1	District 39
Town of Bethlehem	18	WYLLINGTON RD	86.17-2-13	Kevin D Caffrey Sup Needs Trust	District 13	District 35
City of Albany	603	SOUTH PEARL STREET REAR	87.23-1-2	Miles, Leslie	District 4	District 1
Town of Bethlehem		JOURNEY LN	97.00-2-22,21	Swift Development LLC	District 5	District 36
Town of Bethlehem		ROUTE 9W	97.00-2-22,22	Swift Development LLC	District 5	District 36
Town of Bethlehem		VOYAGE DR	97.19-3-1,1	Swift Development LLC	District 5	District 36

220 - Two Family Year-Round Residence	\$ 7,526.00	\$ 30,000	\$ 4,759.22	6/30/2022	Poor	8/4/2022	05418-16	May 25, 2023	Fair	Building
418 - PARKING LOT	\$ 15,000.00	\$ 92,300	\$ 40,716.26	8/27/2021	Fair	2/2/2017	5107-13	5/20/2021		lot
220 - Two Family Year-Round Residence	\$ 15,000.00	\$ 85,000	\$ 74,481.38	7/31/2022	Fair	1/13/2019	9130-08	9/28/2022	Fair	Building
311 - Residential Vacant Land	\$ 43,000.00	\$ 41,751	\$ 31,000.00	12/31/2024				1733-98	6/1/2022	lot
210 - One Family Year-Round Residence	\$ 329,483.02	\$ 182,000	\$ 84,236.90	12/14/2017	Poor	9/10/2018	5107-13	8/1/2022	Good	Building
311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024				9129-08		lot
311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024				9129-08		lot
311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024				9129-08		lot
311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024				9129-08		lot
311 - Residential Vacant Land	\$ 8,154.00	\$ 148,000	\$ 1,072.11	6/30/2022	Fair	7/15/2022	05418-16	May 25, 2023		lot
210 - One Family Year-Round Residence	\$ 189,650.00	\$ 4,700	\$ 32,316.78	6/30/2022	Poor	7/21/2022	05418-16	May 25, 2023	Poor	Building
311 - Residential Vacant Land	\$ 5,896.00	\$ 4,700	\$ 4,939.63	6/30/2022	Poor	7/6/2022	05418-16	May 25, 2023		lot
210 - ONE FAMILY YEAR-ROUND RESIDENCE	\$ 55,000.00	\$ 55,000	\$ 21,268.05	1/16/2019	Fair	10/19/2018	2471-14	1/14/2020	Poor	Building
311 - Residential Vacant Land	\$ 1,004.00	\$ 800	\$ 4,386.96	1/14/2019	Fair	11/29/2018	2471-14	5/20/2021		lot
311 - Residential Vacant Land	\$ 878.00	\$ 700	\$ 2,602.27	1/14/2019	Fair	1/10/2018	2471-14	5/20/2021		lot
413 - Auto Body Shops	\$ 80,000.00	\$ 348,000	\$ 32,957.36	2/22/2016	Poor	8/4/2017	4246-07	7/26/2015	Poor	Building
220 - Two Family Year-Round Residence	\$ 15,000.00	\$ 37,000	\$ 27,680.42	4/28/2017	Fair		3088-12	10/19/2017	Demolished	lot
210 - One Family Year-Round Residence	\$ 79,037.00	\$ 63,000	\$ 17,958.08	5/1/2017	Poor	6/13/2018	3088-12	6/1/2022	Good	Building
311 - Residential Vacant Land	\$ 627.00	\$ 500	\$ 4,382.43	6/30/2022	Good	7/7/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$ 627.00	\$ 500	\$ 2,985.25	6/30/2022	Fair	7/7/2022	05418-16	May 25, 2023		lot
311 - Residential Vacant Land	\$ 6,272.00	\$ 5,000	\$ 7,991.74	5/1/2017	Fair	6/13/2018	3088-12	6/1/2022		lot
311 - Residential Vacant Land	\$ 4,767.00	\$ 3,800	\$ 8,854.78	8/27/2021	Poor	9/10/2018	5107-13	5/20/2021		lot
311 - Residential Vacant Land	\$ 2,300.00	\$ 2,300	\$ 1,756.69	12/14/2017	Fair	10/2/2018	6159-13	4/19/2018		lot
210 - One Family Year-Round Residence	\$ 192,631.00	\$ 183,000	\$ 50,698.91	1/31/2021			05419-16	2023-10-30	Fair	Building
311 - Residential Vacant Land	\$ 54,700.00	\$ 109,000	\$ 27,554.50	12/13/2017	Fair	1/5/2017	5107-13	2/9/2018		lot
311 - Residential Vacant Land	\$ 10,000.00	\$ 10,000	\$ 2,864.61	1/31/2021	Fair	11/31/2021	05419-16	6/1/2022		lot
311 - Residential Vacant Land	\$ 5,000.00	\$ 50,700	\$ 2,864.61	1/31/2021	Fair	11/29/2021	05419-16	6/1/2022		lot
311 - Residential Vacant Land	\$ 5,000.00	\$ 39,368	\$ 2,864.61	1/31/2021	Good	11/29/2021	05419-16	6/1/2022		lot

§ 360-34. Applicability.

All conveyances authorized by the County Legislature of the County's RPTL Article 11 Title 3 "In Rem" delinquent real property tax lien foreclosed properties after January 1, 2025 shall be subject to the provisions of this updated Disposition Plan.

§ 360-35. Adoption of disposition plan.

This updated "Disposition Plan for Real Property Acquired by Albany County Through the RPTL Article 11 Title 3 'In Rem' Delinquent Tax Lien Foreclosure Process," as filed with the Clerk of the County Legislature, is hereby approved and adopted, replacing all prior disposition plans for delinquent tax lien foreclosed properties.

§ 360-36. Authority to implement agreements.

- A. The County Executive is authorized to enter into any and all agreements regarding the implementation of this updated Disposition Plan.
- B. The County Attorney is authorized to approve all agreements related to this updated Disposition Plan as to form and content.

§ 360-37. Legal authority.

- A. Real Property Tax Law ("RPTL") § 1166 provides that: "Whenever any tax district shall become vested with the title to real property by virtue of a foreclosure proceeding brought pursuant to the provisions of this article, such tax district is hereby authorized to sell and convey the real property so acquired, either with or without advertising for bids, notwithstanding the provisions of any general, special or local law."
- B. That section further provides that: "No such sale shall be effective unless and until such sale has been approved and confirmed by a majority vote of the governing body of the tax district, except that no such approval shall be required when the property is sold at public auction to the highest bidder. The provisions of title six of this article shall govern the distribution of any surplus attributable to such sale."
- C. Real Property Actions and Proceedings Law ("RPAPL") § 231 provides that "sale of real property made in pursuance of a judgment affecting the title to, or the possession, enjoyment or use of real property shall be at public auction to the highest bidder." The County's Tax Enforcement Officer, as defined in RPTL §1102.3 (i) and County Charter §502 (h), appointed by Legislative Resolution ("Enforcing Officer") is appointed by RPTL Article 11 Title 3 "In Rem" delinquent real property tax lien proceeding State Court filings as the officer to make such sale.
- D. This Disposition Plan is intended to be compliant with the United States Supreme Court decision in *Tyler v Hennepin County*, Minnesota, 598 U.S. 631 (2023) and compliant with the RPTL as amended in April of 2024.
- E. Nothing contained in this Disposition Plan shall prohibit consideration of sales which the County has determined in its sole judgement and discretion will best benefit the public use or community benefit of the people of the County which may result from such disposition.

§360-38. Rescinded Resolutions.

The following Legislative Resolutions are hereby rescinded to allow for the County to comply with the RPTL as amended in 2024: Resolution 306 of 2000, related to County staffing public auctions; Resolution 80 for 2008, related to bidder requirements and Resolution 29 of 2019, which established the current County Disposition Plan.

§ 360-39. Statement of intent, policy and plan.

It is the intent, policy and plan of Albany County to sell and convey all properties, title to which have been acquired by it through the RPTL Article 11 Title 3 "In Rem" delinquent real property tax lien foreclosure process, in accordance with the following provisions which it has determined in its sole judgment and discretion will best effectuate the benefit to the community that will result from such disposition.

Pursuant to Resolution 46 of 1995, the County of Albany will proceed with enforcement of delinquent real property taxes as prescribed in Article 11 Title 3 of the RPTL. The County notes that in response to recent United States Supreme Court precedent, *Tyler v Hennepin County*, Minnesota, 598 U.S. 631 (2023), amendments to the RPTL have been adopted, which address municipal distribution of "surplus proceeds" of sales of its delinquent tax lien foreclosed real property, which distributions were previously not required in RPTL Article 11 Title 3 "In Rem" delinquent real property tax lien foreclosure proceedings.

The amount of the "surplus proceeds" shall be established by the Enforcing Officer, or his designee, and shall be the calculation of funds received in excess of extinguished real property taxes, fees and interest due at foreclosure, together with any County expenditures related to each parcel while in County ownership. This amount is hereafter referenced as the "County Cost".

It is the intent of the Albany County Legislature to bring its County "In Rem" delinquent real property tax lien foreclosed properties Disposition Plan into compliance with recent State law amendments and current Federal case law.

§ 360-40. Disposition plan provisions.

The County shall henceforth convey all properties acquired by it through Article 11 Title 3 "In Rem" delinquent real property tax lien foreclosure subject to the following provisions:

A. Once the County's RPTL Article 11 Title 3 "In Rem" delinquent real property tax lien foreclosure proceeding Deed in Foreclosure is filed with the County Clerk, a list of foreclosed properties shall be forwarded to the County Legislature for review. This listing shall contain assessment roll records of former owner(s)' names, the property address, tax map number, in which County legislative district it is located, and the amount of taxes, fees, and interest extinguished by the foreclosure, as well as any other applicable information requested by the County Legislature.

Requests for reacquisition by former owners, or by the estates of former owners, of properties may be considered while the property remains in County ownership. If and when certified funds are deposited in an amount required by the Legislature or by Court Order, the County shall convey the parcel back to the former owner, or the estate thereof, as per RPTL § 1136(4)(b), thereby restoring potential equity in the property to the them.

Where no reacquisition request is made, the County Legislature may approve any, all, or none of the parcels so listed, for sale at public auction. Properties approved for sale through public auction under this process shall proceed under the following conditions:

- (1) Properties Legislatively approved for auction shall not require additional legislative review and approval of recorded bids, pursuant to RPTL § 1166 as amended.
 - (2) The approved properties shall be publicly listed by the Enforcing Officer or his designee, for a minimum of thirty (30) days. Bidding on these properties shall be conducted by in accordance with RPAPL §231 and by a licensed auctioneer under contract with the County, under conditions previously set by that legislatively approved contract.
 - (3) The County reserves the right to set a minimum bid on any or all properties. Where a minimum bid is set, that amount shall be the County Cost needed to calculate surplus proceeds. The licensed auctioneer shall begin the bidding the amount so specified.
 - (4) Auction properties shall be conveyed to the highest qualified bidder, per the terms and conditions of that auction. Closings shall be conducted by the County Department of Law, or its designee, at the direction of the Enforcing Officer as defined in §360-37 above. All Deeds conveying these properties shall be recorded by the County.
- B. It is the intent of the County for the auction sale to establish “full value” for each property as defined by RPTL § 1197.2.(a): “Where the property was sold by a public sale/auction, the amount paid for the property shall be accepted as the full value of the property. No party may maintain a claim for surplus or any other claim or action against the tax district on the basis that the amount paid for the property did not fairly represent the property's value.”
- C. Where no bid advances above the minimum bid set for a property pursuant to Section A (3) above by the officer/individual appointed to conduct the sale, then no “surplus proceeds” will be due to the former owner or other interested parties from future County conveyance of that property.
- D. Where the County of Albany retains a property for public use, or transfers a property by a process other than by public sale, including those processes noted in § 360-41(A)(1)-(7) of this Disposition Plan, the potential surplus equity shall be established via RPTL § 1196(1)(a)(i)-(ii). Any claim to said surplus, to the extent it exists, shall be distributed consistent with RPTL § 1197.
- E. Local municipality(ies) shall be provided with written notice of any proposed sale of property located within that municipality (City, Town or Village), no less than 30 days prior to listing such property for sale.

§360-41. Dispositional Alternatives to Public Auction.

RPTL §1166 allows County discretion in the conveyance of delinquent real property tax lien foreclosed properties. Where the County Legislature withholds properties from approval for public auction sale as defined in §360-40 above, it may discretionarily authorize conveyance of properties according to the following conditions:

A. Properties may be discretionally conveyed by the County to itself for its stated governmental purposes. The Legislature shall request a calculation of potential surplus proceeds that may arise from such sale, from the Enforcing Officer as defined above.

These parcels are intended for review by the Legislative Conservation, Sustainability and Green Initiatives Committee. Where requested, that review will be undertaken by the staff of the County Department of Economic Development, Conservation and Planning.

All properties conveyed in this manner shall comply with the conditions set forth in RPTL §§ 1196 and 1197(2)(a)-(b) to establish the full value of the parcel related to the conveyance, and to determine if any surplus proceeds exist.

B. Properties may be discretionally conveyed by the County back to their immediate former owner(s) upon a showing of hardship. The sale price for reacquisition of these properties shall be the amount of their outstanding delinquent tax liability (inclusive of interest, penalties, and legal charges) with respect to the property prior to foreclosure and all current taxes levied (inclusive of interest, penalties, and legal charges) prior to the date of reacquisition. The full amount of the sale price and closing costs must be submitted to the County to be held by it in escrow as a prerequisite to the request for approval of the County Legislature for the reacquisition, which monies will be refunded only in the event such approval is not granted.

The recipient of the property is required to close within 120 days of certified legislation approving the reacquisition. The Deed back shall provide that any and all liens upon and other interests in the property which were extinguished as the result of its foreclosure, except to the extent they were subsequently reduced, discharged, satisfied and/or otherwise terminated of record, upon the recording of said Deed shall be thereby reinstated and restored to the full extent they existed at the time they were so extinguished.

All property sales conveyed in this manner shall resolve claims for surplus proceeds via the reacquisition.

C. Properties may be discretionally conveyed by the County to individuals or entities who own an abutting or adjacent property. The sale price for these properties shall be the appraised value, an amount equal to the extinguished delinquent real property tax liability with respect to the property being conveyed, or such other value set by legislative Resolution. The recipient of the property is required to close within 120 days of certified legislation approving the conveyance. All property sales conveyed in this manner shall comply with the conditions set forth in RPTL §§ 1196 and 1197(2)(a)-(b) to establish the full value of the parcel related to the conveyance, and to determine if any surplus exists.

D. Properties may be discretionally conveyed by the County to other municipal corporations for use for a governmental purpose. The amount to be paid for the property shall be its assessed value, outstanding delinquent tax liability (inclusive of interest, penalties and legal charges) prior to its foreclosure, or some other amount which reflects the benefit to the community stemming from the proposed use of the property.

Where conveyed pursuant to this section, the municipal corporation shall be required to agree to accept liability for any potential “surplus proceeds” as set forth in RPTL §§ 1196 and 1197(2)(a)-(b). The County shall thereby be released from liability for any payments related to “surplus proceeds” as a condition of sale.

A Deed provision requiring that the property be used for a stated governmental purpose or open space preservation or conservation purpose and providing that the County shall have a right of reacquisition through reverter in the event the property is at any time not or no longer being so used may be required.

E. Properties may be discretionally conveyed by the County to not-for-profit/nonprofit entities for use for a public purpose. The amount to be paid for the property shall be its assessed value, outstanding delinquent tax liability (inclusive of interest, penalties and legal charges) prior to foreclosure, or some other amount which reflects the benefit to the community stemming from the proposed use of the property. All property sales conveyed in this manner shall comply with the conditions set forth in RPTL §§ 1196 and 1197(2)(a)-(b) to establish the full value of the parcel related to the conveyance, and to determine if any surplus exists.

A Deed provision requiring that the property be used for a stated public purpose and providing the County shall have a right of reacquisition through reverter in the event the property is at any time not or no longer being so used may be required.

F. Properties may be discretionally conveyed by the County to individuals or entities for economic development purposes:

The amount to be paid for these properties shall comply with the conditions set forth in RPTL §§ 1196 and 1197(2)(a)-(b) to establish the full value of the parcel related to the conveyance, and to determine if any surplus exists.

A Deed provision requiring a right of reacquisition through reverter in the event the property is not or no longer being so used may be required. Public notification of the availability of the property proposed for private sale shall be made through all appropriate means (newspaper, website, etc.) prior to authorization of sale by the County Legislature. Additional written notice to the local municipality(s) in which the property is located shall be required no less than 30 days prior to consideration by the County Legislature of such property transfer. Proof of compliance with the aforementioned written notice requirement shall be provided to the Legislature as a precondition to the Legislature's consideration of any conveyance falling under this subsection.

The recipient of the property is required to close within 120 days of certified legislation approving transfer.

G. Where properties have been withdrawn from foreclosure under NYS RPTL §1138 the County may conditionally offer such parcels for public bid via sealed bid for consistent with the conditions set forth in RPTL §§ 1196 and 1197(2)(a)-(b) to establish the full value of the parcel related to the conveyance, and to determine if any surplus exists.

It shall be the bidder's responsibility to research all information relevant to their bid. Prior to submission for Legislative approval of conveyance from these bids, the full amount of the sale price and closing costs must be submitted to the County in escrow.

A signed statement by the bidder acknowledging receipt of full disclosure regarding the condition of the property, insofar as known to the County, will be required as a condition of bidding.

The County shall not be liable for any conditions known or unknown with respect to these properties, and the purchaser will be required to execute a release, hold-harmless and indemnification agreement in this regard at the closing of the sale. Deed title will be transferred directly to the successful bidder pursuant to assignment without recourse.

Certified funds in the amount offered shall be deposited with the County Treasurer prior to the County Legislature's authorization of the conveyance.

The County reserves the right and authority to offer any parcel for public bid in this manner, even if not withdrawn under §1138.

H. Properties which may be discretionally conveyed by the County to the Albany County Land Bank Corporation ("Land Bank"):

(1) The Land Bank shall be authorized to bid at any Albany County Public sales, subject to review and approval of its Board.

(2) Where conveyed outside of the auction or sealed bid processes set forth above, the sale price for the conveyance of properties to the Land Bank or its LLC shall be consistent with the conditions set forth in RPTL §§ 1196 and 1197(2)(a)-(b) to establish the full value of the parcel related to the conveyance, and to determine if any surplus proceeds exist.

(3) County employees and members of the Albany County Legislature who are involved with the negotiation or preparation of the sale and closing process of properties title to which has been acquired by the County through the "In Rem" delinquent tax lien foreclosure process, have access to knowledge or information about a parcel conveyed by the County to the Land Bank or about the present or proposed use of nearby parcels through their County position, which knowledge or information is not accessible to the general public, or who have the authority to appoint employees who have any of the foregoing powers or access to the foregoing information, are specifically precluded from purchasing properties conveyed to the Land Bank by the County during and for two years after the termination of their County employment.

(4) Properties which have received EnergizeNY benefit loan financing from the Energy Improvement Corporation for energy-efficiency or renewable energy upgrades shall not be conveyed to the Land Bank unless that loan, inclusive of interest, has been completely repaid.

§ 360-42. All Sales and conveyances discretionary; additional requirements or conditions; approval.

All County sales and conveyances of properties title to which has been acquired by the County through the RPTL Article 11 Title 3 "In Rem" delinquent tax lien foreclosure process, are discretionary and the County Executive and/or County Legislature may for any reason reject any sale request or rescind any approval, except in the conveyance of parcels bid under the conditions of § 360-40. A. above.

§360-43. Sale and Conveyance of County owned surplus property:

County owned surplus real property which was not acquired by the RPTL Article 11 Title 3 "In Rem" delinquent real property tax lien foreclosure process shall continue to be disposed of pursuant to provisions of Albany County Code § 653, which authorizes the County Executive to sell and convey surplus real property owned by the County subject to County legislative approval.

§ 360-44. Closing procedure.

- A. Closings will proceed at the Direction of the Department of Law or its designee. Terms of sale will be reviewed by the County Attorney, prior to bid. Conditions of private sale are set forth above and subject to conditions set by adopted Resolutions authorizing those conveyances.
- B. In the event Albany County has acquired title to these properties through "In Rem" delinquent real property tax lien foreclosure proceedings in accordance with RPTL Article 11, Title 3 and the right, title, interest, claim, lien, and equity of redemption of all persons therein have been presumptively extinguished under said provisions of law, such presumption will become conclusive after two years from the date of the recording of the deed thereof to the purchaser.
- C. The Deed conveying title to the purchaser will be a Quit Claim Deed from the County containing the assessment roll description of the property as it appeared on the delinquent tax roll for the year upon which the County acquired title by foreclosure and not a metes and bounds description, per existing law.
- D. All sales shall be final, absolute, and without recourse, and in no event shall the County be or become liable for any defects in title or for any cause whatsoever, and no claim, demand, or suit of any nature shall exist in favor of the purchaser, their heirs, successors, or assigns, against the County arising from such sales.
- E. Private Sale conveyances must close within 120 days of Legislative approval. If any such property fails to close within the required period of time, only the County Legislature may grant an extension.
- F. Property(s) authorized for conveyance to the Land Bank must close within six months (180 days) of Legislative approval. If any such property fails to close within the required period of time, only the County Legislature may grant an extension.
- G. Parcels conveyed from Public Auction Bid will be governed by the Terms of Conditions of auction, but are required to close within 120 days of bid deposit(s), if not otherwise stated at the time of bidding.

- H. The County will provide the necessary Deeds, transfer tax statements (TP584), and real property transfer reports (RP5217). The County will be responsible for costs that arise during its ownership. Any amounts not payable to the County when bid or authorized for closing shall be the responsibility of the bidder. There will be no pro-rations of unpaid real property tax bills at closing.

§ 360-45. Reporting

- A. A yearly summary of RPTL Article 11 Title 3 "In Rem" delinquent tax lien foreclosed property conveyances will be provided to the Legislature. The report will contain information on the number of properties sold by type and location, and will contain information on the projected public auctions for the coming year.
- B. A copy of any "surplus proceeds" report required for submission to the Court(s) by State Law will also be forwarded to the County Legislature when submitted to the Court. Such reporting will contain identification of properties with "full value" below the County cost of foreclosed taxes and additional costs incurred.

RESOLUTION NO. 311

AUTHORIZING THE LISTING OF VARIOUS PARCELS OF REAL PROPERTY FOR PUBLIC SALE PURSUANT TO § 360-40 OF THE ALBANY COUNTY CODE

Introduced: 8/11/25

By Audit and Finance Committee:

WHEREAS, By Resolution No. 141 for 2025, this Honorable Body adopted § 360 of the Albany County Code, implementing a new Disposition Plan for real property acquired through the 'in rem' delinquent tax foreclosure process, and

WHEREAS, Pursuant to the Disposition Plan, the County Executive has provided a list of 146 foreclosed parcels of real property located in Albany County which are eligible for public auction, and

WHEREAS, The County Executive has indicated that that no reacquisition requests by former owners or by the estates of former owners have been received regarding the aforementioned parcels, and

WHEREAS, The County Executive has requested authorization to list for public auction the 146 foreclosed parcels of real property located in Albany County as indicated on the spreadsheet annexed hereto, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is hereby authorized, pursuant to § 360-40 of the Albany County Code, to list for public auction 146 foreclosed parcels of real property located in Albany County as indicated on the spreadsheet annexed hereto, 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.

Municipality	Street #	Street Name	Tax Map Number	Former Owner	Election District	Legislative District	Class Code	Potential Value	Property Assessed Value at Foreclosure	Tax Statement Amount	Tax Statement Date	Condition-Inspection Report	Inspection Report Date	Index Number	Judgment Granted Date	CURRENT CONDITION 7/1/2023	2025 STATUS Building or Lot
City of Cohoes	168	VIET BLVD	10.11-2.3	McCormick, Mary	District 3	District 18	310 - Residential	\$ 5,000.00	\$ 8,100	\$ 28,884.69	8/31/2020	Poor	3/24/2022	07592-16	6/1/2022		Lot
City of Cohoes	11	SARGENT ST	10.15-4-19	English, Edward	District 1	District 17	311 - Residential Vacant Land	\$ 500.00	\$ 6,200	\$ 3,251.08	12/17/2017	Fair	2/20/2018	6160-13	8/10/2020		Lot
City of Cohoes	9	OAK ST	10.57-3-45	Prows, Florence F	District 1	District 18	220 - Two Family Year-Round Residence	\$ 50,000.00	\$ 66,100	\$ 21,749.97	8/31/2021	Poor	2/23/2022	07592-16	6/1/2022	Poor	Building
City of Cohoes	32	SARGENT ST	10.59-3-4	Marvelli, Danielle	District 1	District 17	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 2,210.88	12/31/2024	Fair		07592-16	6/1/2022		Lot
City of Cohoes	109	SARATOGA ST	10.60-1-25	Chenette, Brian	District 1	District 17	330 - Vacant Land Located in Commercial Areas	\$ 5,000.00	\$ 13,100	\$ 101,184.89	8/31/2021	Poor	2/24/2022	07592-16	6/1/2022		Lot
City of Cohoes	7	Walnut Street	10.65-2-2	Derkowski, Genevieve	District 3	District 18	220 - Two Family Year-Round Residence	\$ 57,300.00	\$ 57,300	\$ 47,134.81	12/31/2024			07725-17	June 29, 2023	Fair	Building
City of Cohoes	73	BROADWAY	10.66-3-15	Hoffman, Geraldine	District 4	District 18	220 - Two Family Year-Round Residence	\$ 80,000.00	\$ 80,000	\$ 42,557.54	11/26/2018	Fair	12/5/2018	6118-14	6/1/2022	Fair	Building
City of Cohoes	28	Cedar Street	10.68-1-14	Macchi, Jason S	District 1	District 17	311 - Residential Vacant Land	\$ 68,900.00	\$ 68,900	\$ 44,696.55	12/31/2024	Fair	1/20/2023	06065-18	June 29, 2023	Poor	Building
City of Cohoes	8	Columbia Street	10.75-4-4	LeBorgne, Thomas E	District 1	District 17	210 - One Family Year-Round Residence	\$ 53,700.00	\$ 53,700	\$ 58,789.83	12/31/2024	Poor	1/24/2023	07725-17	June 29, 2023	Poor	Building
City of Cohoes	286	ELMORE ST	10.9-3-34	Daigneault, Deborah D	District 4	District 18	311 - Residential Vacant Land	\$ 3,500.00	\$ 3,500	\$ 10,437.39	8/31/2021	Poor	12/7/2018	07592-16	6/1/2022		Lot
City of Cohoes	290	ELMORE ST	10.9-3-35	Daigneault, Deborah D	District 4	District 18	311 - Residential Vacant Land	\$ 8,700.00	\$ 8,700	\$ 20,172.61	8/31/2021	Fair	12/7/2018	07592-16	6/1/2022		Lot
City of Cohoes	332	VIET BLVD	10.9-3-36	Daigneault, Deborah D	District 4	District 18	210 - One Family Year-Round Residence	\$ 25,000.00	\$ 66,500	\$ 2,011.40	8/31/2021	Poor	3/7/2022	07592-16	6/1/2022	Poor	Building
Town of New Scotland	2197	TARRYTOWN ROAD	105.4-2-28	McMillen, Jean Marie	District 4	District 38	311 - Residential Vacant Land	\$ 3,500.00	\$ 3,500	\$ 3,110.87	10/30/2018		4/16/2015	6098-11	6/13/2018		Lot
Town of New Scotland	2123	DELAWARE TPKE	105.4-2-6	Pemberton, Clarence	District 4	District 38	210 - One Family Year-Round Residence	\$ 15,000.00	\$ 81,000	\$ 22,301.07	10/31/2018	Poor	1/22/2019	1579-14	5/20/2019	Poor	Building
Town of Bethlehem	237	WEMPLE RD	109.06-1-23	Traditional Builders Ltd	District 5	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 97,100	\$ 22,926.61	5/6/2019	Poor	6/29/2019	2651-15	11/20/2019		Lot
Town of Bethlehem		BROCKHAVEN LN	109.10-1-130	Traditional Builders Ltd	District 5	District 36	311 - Residential Vacant Land	\$ 2,000.00	\$ 2,000	\$ 1,246.42	5/6/2019	Fair	6/29/2019	2651-15	11/20/2019		Lot
Town of Bethlehem		PARKER RD	122.00-3-35	MacMillen, Ward	District 2	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 34,500	\$ 9,856.04	1/31/2021	Fair	12/1/2021	05419-16	6/1/2022		Lot
Town of Bethlehem		PARKER RD	122.00-3-38	Benko, Alexander	District 2	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 24,100	\$ 6,467.00	1/31/2021	Good	12/1/2021	05419-16	6/1/2022		Lot
Town of Guilderland	3620	WESTERN TPKE	13.00-1-10.1	VanWormer, Mark C	District 21	District 31	312 - Vacant with Improvement	\$ 35,000.00	\$ 54,813	\$ 53,644.19	5/7/2019	Fair	9/20/2019	2651-15	5/20/2021	Poor	Building
Town of Westerlo	158	ST RTE 143	140.1-14.1	McCollum, Booker T	District 2	District 39	210 - One Family Year-Round Residence	\$ 105,000.00	\$ 1,050	\$ 28,419.91	5/7/2019	Poor	7/30/2019	2651-15	5/20/2021	Poor	Building
Town of Westerlo		COUNTYROAD DR	151.2-44	Davis, Christopher	District 1	District 39	311 - Residential Vacant Land	\$ 100.00	\$ 100	\$ 2,932.20	1/31/2021	Poor	11/19/2021	05419-16	6/1/2022		Lot
Town of Colonie	69	MORRIS RD	16.4-4-6	Leto, Arnold	District 34	District 27	311 - Residential Vacant Land	\$ 7,700.00	\$ 5,000	\$ 33,874.59	1/31/2021	Fair	11/23/2021	05419-16	6/1/2022		Lot
Town of Colonie	7	CLEGG AVE	16.6-1-1	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 2,372.21	1/31/2021	Fair	1/10/2022	05419-16	6/1/2022		Lot
Town of Colonie	112	GRAY AVE	16.6-1-12	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 647.29	1/31/2021	Fair	1/5/2022	05419-16	6/1/2022		Lot
Town of Colonie	123	AMHERST AVE	16.6-1-15	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 500.00	\$ 500	\$ 659.62	1/31/2021	Fair	1/5/2022	05419-16	6/1/2022		Lot
Town of Colonie	121	AMHERST AVE	16.6-1-16	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,100.00	\$ 1,100	\$ 740.46	1/31/2021	Fair	12/22/2021	05419-16	6/1/2022		Lot
Town of Colonie	119	AMHERST AVE	16.6-1-17	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,100.00	\$ 1,100	\$ 515.46	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		Lot
Town of Colonie	117	AMHERST AVE	16.6-1-18	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 2,200.00	\$ 2,200	\$ 801.37	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		Lot
Town of Colonie	110	AMHERST AVE	16.6-1-36	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 500.00	\$ 500	\$ 359.62	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		Lot
Town of Colonie	112	AMHERST AVE	16.6-1-37	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 644.62	1/31/2021	Poor	12/22/2021	05419-16	6/1/2022		Lot
Town of Colonie	122	AMHERST AVE	16.6-1-40	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 644.62	1/31/2021	Poor	1/31/2021	05419-16	6/1/2022		Lot
Town of Colonie	132	AMHERST AVE	16.6-1-41	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 2,700.00	\$ 2,700	\$ 928.69	1/31/2021	Poor	1/31/2021	05419-16	6/1/2022		Lot
Town of Colonie	87	FERRARA AVE	16.6-1-42	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 2,700.00	\$ 2,700	\$ 928.69	1/31/2021	Fair	12/23/2021	05419-16	6/1/2022		Lot
Town of Colonie	83	FERRARA AVE	16.6-1-43	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 900.00	1/31/2021			05419-16	2022-06-01		Lot
Town of Colonie	81	FERRARA AVE	16.6-1-44	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 489.65	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		Lot
Town of Colonie	79	FERRARA AVE	16.6-1-45	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 489.65	1/31/2021	Fair	12/23/2021	05419-16	6/1/2022		Lot
Town of Colonie	77	FERRARA AVE	16.6-1-46	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 489.65	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		Lot
Town of Colonie	78	GRAY AVE	16.6-1-9	Seymour Fox Mem Found Inc.	District 34	District 27	311 - Residential Vacant Land	\$ 1,200.00	\$ 1,200	\$ 541.33	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		Lot
Town of Colonie	80	FERRARA AVE	16.6-2-3	Davis, Christopher	District 34	District 27	311 - Residential Vacant Land	\$ 1,700.00	\$ 1,700	\$ 842.02	1/31/2021	Poor	12/23/2021	05419-16	6/1/2022		Lot
Town of Colonie	85	FISLER AVE	16.6-2-53	Harrell, David C	District 34	District 27	311 - Residential Vacant Land	\$ 1,600.00	\$ 1,600	\$ 614.40	1/31/2021	Fair	1/10/2021	05419-16	6/1/2022		Lot
Town of Rensselaerville		NILFS ROAD EXT	161.1-7	Unknown	District 3	District 39	314 - Rural Vacant Lots or 10 Acres or Less	\$ 500.00	\$ 854	\$ 3,200.00	1/31/2024			4548-07	3/8/2014		Lot
Town of Coeymans	136	168 ROW 4-2	168.1-1-2	Macrae, Megan	District 3	District 37	210 - One Family Year-Round Residence	\$ 148,800.00	\$ 243,000	\$ 29,763.82	1/31/2019	Fair	1/31/2021	05419-16	6/1/2022	Poor	Building
Town of Coeymans	2	UTHE BLVD	168.8-1-12	Macrae, Justin C	District 3	District 37	210 - One Family Year-Round Residence	\$ 150,000.00	\$ 164,000	\$ 43,237.68	10/31/2018	Fair	1/24/2019	1579-14	5/20/2021	Poor	Building
Town of Colonie	74	MILLER ROAD	19.2-3-34.42	Rosewood Plaza, LP	District 4	District 20	311 - Residential Vacant Land	\$ 4,500.00	\$ 3,000	\$ 2,807.36	5/7/2019	Fair	7/21/2019	2651-15	11/20/2019		Lot
City of Cohoes	506	SARATOGA ST	20.11-2-3	Benac, Paul R	District 3	District 17	210 - One Family Year-Round Residence	\$ 50,000.00	\$ 56,000	\$ 46,228.66	8/27/2021	Fair	4/10/2019	6118-14	9/28/2021	Fair	Building
City of Cohoes	270	Central Ave	20.8-2-36	Disch, Shirley	District 3	District 17	210 - One Family Year-Round Residence	\$ 185,159.00	\$ 59,100	\$ 53,252.78	12/31/2024	Poor	1/20/2023	07725-17	June 29, 2023	Poor	Building
City of Cohoes	31	LINCOLN AVE	20.8-3-27	Barin, Edward L	District 3	District 17	220 - Two Family Year-Round Residence	\$ 117,400.00	\$ 58,700	\$ 28,230.28	11/26/2020			07592-16	6/1/2022		Lot
Town of Guilderland		N PARKWAY DR	27.20-1-52	Masters, Carmen	District 9	District 29	311 - Residential Vacant Land	\$ 1,400.00	\$ 1,100	\$ 1,623.88	10/31/2018	Fair	1/29/2019	1579-14	5/20/2019		Lot
Town of Guilderland		BROOKVIEW DR	28.05-2-1	Masters, Carmen	District 8	District 29	311 - Residential Vacant Land	\$ 5,000.00	\$ 5,000	\$ 1,623.88	10/31/2018	Fair	1/29/2019	1579-14	5/20/2019		Lot
City of Watervliet	2441	BROADWAY	32.51-3-3	McHugh, Joanne	District 1	District 16	330 - Vacant Land Located in Commercial Areas	\$ 100,351.00	\$ 31,800	\$ 17,045.32	12/31/2024	Fair	3/8/2023	07726-17	June 29, 2023		Lot
City of Watervliet	1646	7th Ave	32.66-2-4	Lamora, David J	District 3	District 15	220 - Two Family Year-Round Residence	\$ 123,700.00	\$ 123,700	\$ 37,804.84	4/21/2021	Fair	3/5/2023	07726-17	June 29, 2023	Fair	Building
City of Watervliet	1313	3RD AVE	32.74-4-47	Dugan, William C	District 6	District 15	311 - Residential Vacant Land	\$ 5,000.00	\$ 116,300	\$ 80,770.61	8/31/2020	Fair	2/3/2022	07591-16	6/1/2022		Lot
Town of Knox	500	BOZENKILL ROAD	36.2-2-8	Van Denburg, Ronald K	District 1	District 31	210 - One Family Year-Round Residence	\$ 15,000.00	\$ 18,300	\$ 9,486.82	5/2/2017	Poor	8/17/2017	1946-12	10/18/2017	Poor	Building
Town of Colonie	121	SCHEMERHORN RD	4.4-1-14	Palka, Tad M	District 1	District 19	Canal Corp Issue, Vacant Lot	\$ 5,000.00	\$ 43,800	\$ 6,110.59	5/7/2019	Fair	1/10/2019	2651-15	5/20/2021	Fair	Building
City of Watervliet	103	4th Street	44.50-3-12	Roberts, Mark G	District 4	District 15	210 - One Family Year-Round Residence	\$ 96,800.00	\$ 96,800	\$ 53,469.49	12/31/2024	Fair	1/11/2023	07726-17	June 29, 2023	Fair	Building
City of Watervliet	212	2nd Avenue	44.58-1-35	Williams, Mary L	District 4	District 15	220 - Two Family Year-Round Residence	\$ 6,648.00	\$ 24,800	\$ 55,800.78	7/31/2022	Fair	1/16/2021	07591-16	2023-10-03	Fair	Building
City of Watervliet	329	Broadway	44.58-2-29	Lorenc Holdings LLC	District 4	District 15	311 - Residential Vacant Land	\$ 5,000.00	\$ 125,000	\$ 336,620.55	12/31/2024	Poor	1/10/2023	07726-17	June 29, 2023		Lot
Town of Knox	1670	BERNE ALTAMONT RD	47.1-30	Tymchyn, Shenna A	District 2	District 31	421 - Restaurants	\$ 147,400.00	\$ 147,400	\$ 59,693.42	10/31/2018	Fair	1/26/2019	1579-14	5/20/2021	Poor	Building
Town of Guilderland	18	CROSS STREET	63.12-1-14	Lepard, Frank F	District 13	District 11	311 - Residential Vacant Land	\$ 1,000.00	\$ 1,000	\$ 1,378.63	10/31/2018	Fair	1/31/2018	6159-13	4/19/2018		Lot
City of Albany	14	VILLA ST	64.29-3-49	McNally, Richard	District 2	District 11	311 - Residential Vacant Land	\$ 16,307.00	\$ 13,000	\$ 10,222.59	6/30/2022		7/24/2022	05418-16	2023-06-22		Lot
City of Albany	218	BERKSHIRE BLVD	64.27-1-36	Almy, John A	District 2	District 11	210 - One Family Year-Round Residence	\$ 145,509.00	\$ 116,000	\$ 1,294.25	6/30/2022		7/27/2022	05418-16	2023-06-22		Lot
City of Albany	45	MANNING BLVD	64.50-1-12	Smith, Marlon	District 4	District 13	220 - Two Family Year-Round Residence	\$ 304,811.00	\$ 243,000	\$ 29,763.82	1/31/2019	Fair	1/31/2021	1471-14	5/20/2021	Good	

City of Albany	506	WASHINGTON AVE	65.62-2-8	Active Properties	District 3	District 7	1330 - Vacant Commercial	\$ 25,088.00	\$ 100,000	\$ 63,604.80	6/30/2022	Poor	7/13/2022	05418-16	May 25, 2023		Lot
City of Albany	205	SHERMAN ST	65.63-2-20	Kuhel, Maria	District 3	District 4	311 - Residential Vacant Land	\$ 15,000.00	\$ 15,000	\$ 15,350.18	12/12/2017	Fair	5/27/2018	5107-13	2/9/2018		Lot
City of Albany	336	FIRST ST	65.64-1-3	The Frank Chapman Memorial	District 2	District 4	311 - Residential Vacant Land	\$ 1,882.00	\$ 1,500	\$ 1,660.03	1/14/2019	Poor	11/29/2018	2471-14	5/20/2021		Lot
City of Albany	398	CLINTON AVE	65.64-3-2	DeJohn, John H	District 4	District 2	411 - Apartments	\$ 94,079.00	\$ 75,000	\$ 74,257.27	6/30/2022	Poor	10/3/2022	05418-16	May 25, 2023		Building
City of Albany	302	FIRST ST	65.64-4-2	Saleh, Amin H	District 4	District 2	230 - Two Family Year-Round Residence	\$ 84,044.00	\$ 67,000	\$ 27,872.71	1/16/2018	Fair	11/8/2018	2471-14	5/20/2021		Lot
City of Albany	232	FIRST ST	65.64-5-11	Coles, Doris	District 4	District 2	311 - Residential Vacant Land	\$ 1,882.00	\$ 1,500	\$ 64,297.14	6/30/2022	Fair	7/15/2022	05418-16	May 25, 2023		Building
City of Albany	280	SECOND ST	65.64-6-3	Barfield, Richard	District 1	District 2	311 - Residential Vacant Land	\$ 3,763.00	\$ 3,000	\$ 70,791.65	6/30/2022	Fair	7/15/2022	05418-16	May 25, 2023		Lot
City of Albany	179	SECOND ST	65.65-2-62	Broadhead, Chester	District 1	District 2	311 - Residential Vacant Land	\$ 2,885.00	\$ 2,300	\$ 2,529.33	6/30/2022	Fair	7/15/2022	05418-16	May 25, 2023		Lot
City of Albany	236	LIVINGSTON AVE	65.65-6-20	Johnston, Eric	District 1	District 2	311 - Residential Vacant Land	\$ 1,254.00	\$ 1,000	\$ 1,255.26	6/30/2022	Poor	7/12/2022	05418-16	May 25, 2023		Lot
City of Albany	263	LIVINGSTON AVE	65.65-7-26	Montalvo, Harry	District 2	District 2	230 - Three Family Year-Round Residence	\$ 18,816.00	\$ 15,000	\$ 20,326.97	6/30/2022	Poor	10/4/2022	05418-16	May 25, 2023		Fair
City of Albany	164	COLONIE STREET	65.66-2-22	Okun, Steven M	District 2	District 2	311 - Residential Vacant Land	\$ 68,991.00	\$ 55,000	\$ 18,802.79	11/15/2021	Fair	9/14/2020	5107-13	2023-04-05		Building
City of Albany	332	SHERIDAN AVE	65.72-2-23	Dixon, Gashar	District 4	District 2	311 - Residential Vacant Land	\$ 10,537.00	\$ 8,400	\$ 11,535.49	12/13/2024			05418-16	May 25, 2023		Lot
City of Albany	253	ELK ST	65.72-2-48	Caldwell, Barbara	District 4	District 2	210 - One Family Year-Round Residence	\$ 2,132.00	\$ 19,200	\$ 43,793.11	6/30/2022	Fair	10/5/2022	05418-16	1/2/2024		Lot
City of Albany	255	ELK ST	65.72-2-49	Caldwell, Barbara	District 4	District 2	311 - Residential Vacant Land	\$ 120,421.00	\$ 1,700	\$ 2,422.78	6/30/2022	Fair	7/19/2022	05418-16	1/2/2024		Lot
City of Albany	0	REAR SHAKER RD	65.7-2-30	Szempinski, Carol	District 3	District 3	311 - Residential Vacant Land	\$ 1,380.00	\$ 1,100	\$ 1,431.28	6/30/2022	Fair	8/29/2022	05418-16	May 25, 2023		Lot
City of Albany	244	ELK ST	65.72-3-21	Grady, Leonon	District 4	District 2	312-Residential Land w/Small Imp.	\$ 1,360.00	\$ 1,500	\$ 1,850.83	6/30/2022	Fair	7/19/2022	05418-16	May 25, 2023		Lot
City of Albany	261	SHERIDAN AVE	65.72-5-36	Pagan, Andrea A	District 4	District 2	311 - Residential Vacant Land	\$ 15,000.00	\$ 26,000	\$ 10,516.91	5/9/2018	Poor	5/2/2018	7736-10	6/6/2017		Lot
City of Albany	226	FIRST ST	65.73-1-2	Thigpen, Brian	District 4	District 2	220 - Two Family Year-Round Residence	\$ 112,000.00	\$ 112,000	\$ 47,210.73	6/30/2022	Fair	7/15/2022	05418-16	May 25, 2023		Building
City of Albany	7	DOVE ST	65.73-2-59	O'Brien, Vicki	District 4	District 2	210 - One Family Year-Round Residence	\$ 6,000.00	\$ 6,000	\$ 35,443.72	7/13/2022	Fair	1/13/2018	5107-13	December 13, 2022		Building
City of Albany	156	LIVINGSTON AVE	65.74-1-23	Alexander, Shannon D	District 1	District 2	220 - Two Family Year-Round Residence	\$ 7,526.00	\$ 30,000	\$ 4,759.22	6/30/2022	Fair	8/4/2022	05418-16	May 25, 2023		Building
City of Albany	42	SHERMAN ST	65.80-1-22	The Green Island Tabernacle	District 3	District 2	438 - PARKING LOT	\$ 15,000.00	\$ 92,300	\$ 40,716.26	8/27/2021	Fair	2/22/2017	5107-13	5/20/2021		Lot
City of Albany	81	CLINTON AVE	65.82-4-43	Garland, Benjamin G	District 1	District 6	220 - Two Family Year-Round Residence	\$ 15,000.00	\$ 85,000	\$ 74,481.38	7/31/2022	Fair	3/13/2019	9130-08	9/28/2022		Building
Town of Colonie	45	RIEVIEW DRIVE	7-4-5-43	Unknown	District 1	District 22	311 - Residential Vacant Land	\$ 43,000.00	\$ 41,751	\$ 31,000.00	12/31/2024			1733-98	6/1/2022		Lot
City of Albany	21	LAWNRIDGE AVE	75.36-3-27	Cadlao, John	District 3	District 8	210 - One Family Year-Round Residence	\$ 209,483.00	\$ 167,000	\$ 44,236.90	12/14/2017	Fair	9/10/2018	5107-13	6/1/2022	Good	Building
City of Albany	70	ORIOLE AVENUE	75.83-1-16	Pelletiere, Mark	District 1	District 9	311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024			9129-08			Lot
City of Albany	68	ORIOLE AVENUE	75.83-1-17	Pelletiere, Mark	District 1	District 9	311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024			9129-08			Lot
City of Albany	66	ORIOLE AVENUE	75.83-1-18	Pelletiere, Mark	District 1	District 9	311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024			9129-08			Lot
City of Albany	64	ORIOLE AVENUE	75.83-1-19	Pelletiere, Mark	District 1	District 9	311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024			9129-08			Lot
City of Albany	62	ORIOLE AVENUE	75.83-1-20	Pelletiere, Mark	District 1	District 9	311 - Residential Vacant Land	\$ 100.00	\$ 913	\$ 3,200.00	12/31/2024			9129-08			Lot
City of Albany	352	MOUNTAIN ST	75.84-1-28	Alexander, Grace	District 2	District 8	311 - Residential Vacant Land	\$ 8,154.00	\$ 148,000	\$ 1,072.11	6/30/2022	Fair	7/15/2022	05418-16	May 25, 2023		Lot
City of Albany	234	ELM ST	76.40-3-3	Canfield, Fred	District 1	District 5	210 - One Family Year-Round Residence	\$ 185,650.00	\$ 4,700	\$ 32,316.76	6/30/2022	Poor	7/21/2022	05418-16	May 25, 2023		Poor
City of Albany	27	MYRTLE AVE	76.49-5-8	Powell, John	District 3	District 6	311 - Residential Vacant Land	\$ 4,200.00	\$ 4,300	\$ 4,300.00	6/30/2022	Poor	7/16/2022	05418-16	May 25, 2023		Building
City of Albany	68	OSBORNE ST	76.56-4-9-6801	Candick, Laura	District 6	District 1	210 - ONE FAMILY YEAR-ROUND RESIDENCE	\$ 55,000.00	\$ 55,000	\$ 21,268.05	11/16/2019	Fair	10/19/2022	05418-16	1/14/2020		Building
City of Albany	101	ALEXANDER ST	76.64-1-37	Foy, Tabatham	District 6	District 1	311 - Residential Vacant Land	\$ 1,004.00	\$ 800	\$ 4,386.96	1/14/2019	Fair	11/30/2018	2471-14	5/20/2021		Lot
City of Albany	86	DELAWARE ST	76.64-1-6	Washington, Louis T	District 6	District 1	311 - Residential Vacant Land	\$ 878.00	\$ 700	\$ 2,602.27	1/14/2019	Fair	1/10/2018	2471-14	5/20/2021		Lot
City of Albany	88	ALEXANDER ST	76.64-2-15-20 n/a/ 76.64-2-15-2	O'Brien, Daniel C	District 6	District 1	433 - Auto Body Shops	\$ 80,000.00	\$ 348,000	\$ 32,957.36	2/22/2016	Poor	8/4/2017	4246-07	7/28/2015		Building
City of Albany	84	THIRD AVE	76.64-4-11	Maple Hill Two LLC	District 6	District 1	210 - One Family Year-Round Residence	\$ 15,000.00	\$ 37,000	\$ 27,680.42	4/28/2017	Fair		3088-12	10/18/2017		Demolished
City of Albany	81	SECOND AVE	76.64-5-49	Fosby, Kristine T	District 6	District 1	210 - One Family Year-Round Residence	\$ 79,027.00	\$ 63,000	\$ 17,958.08	5/3/2017	Poor	6/13/2018	3088-12	6/1/2022	Good	Building
City of Albany	61	BROAD ST	76.65-2-74	Gecwicz, Ronald	District 2	District 6	311 - Residential Vacant Land	\$ 627.00	\$ 500	\$ 4,382.41	6/30/2022	Good	7/7/2022	05418-16	May 25, 2023		Lot
City of Albany	59	BROAD ST	76.65-2-75	Gecwicz, Ronald	District 2	District 6	311 - Residential Vacant Land	\$ 627.00	\$ 500	\$ 2,985.25	6/30/2022	Fair	7/7/2022	05418-16	May 25, 2023		Lot
City of Albany	12	STEPHEN ST	76.72-1-32	Robinson, Jacqueline	District 6	District 1	311 - Residential Vacant Land	\$ 6,272.00	\$ 5,000	\$ 7,991.74	5/3/2017	Fair	6/13/2018	3088-12	6/1/2022		Lot
City of Albany	32	LEONARD ST	76.72-4-68	The Green Island Tabernacle	District 5	District 1	311 - Residential Vacant Land	\$ 4,767.00	\$ 3,800	\$ 8,854.78	8/27/2021	Poor	9/10/2018	5107-13	5/20/2021		Lot
Town of Berne	RE 156		79.1-1-18	Osse, James G	District 1	District 35	311 - Residential Vacant Land	\$ 2,300.00	\$ 2,300	\$ 1,756.69	12/14/2017	Fair	10/2/2018	6159-13	4/19/2018		Lot
Town of Bethlehem	18	WILLINGTON RD	86.17-2-13	Kevin D Caffrey Sup Needs Trust	District 13	District 39	210 - One Family Year-Round Residence	\$ 192,631.00	\$ 183,000	\$ 50,698.91	1/31/2021			05419-16	2023-10-30	Fair	Building
City of Bethlehem	603	SOUTH PEARL STREET REAR	87.23-1-2	Miles, Leslie	District 14	District 1	311 - Residential Vacant Land	\$ 54,700.00	\$ 109,000	\$ 27,554.50	12/13/2017	Fair	1/5/2017	5107-13	2/9/2018		Lot
Town of Bethlehem	JOURNEY LN		97.00-2-22-21	Swift Development LLC	District 5	District 36	311 - Residential Vacant Land	\$ 10,000.00	\$ 10,000	\$ 2,864.61	1/31/2021	Fair	11/31/2021	05419-16	6/1/2022		Lot
Town of Bethlehem	ROUTE 9W		97.00-2-22-22	Swift Development LLC	District 5	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 50,700	\$ 3,864.61	1/31/2021	Fair	11/29/2021	05419-16	6/1/2022		Lot
Town of Bethlehem	VOYAGE DR		97.19-3-11	Swift Development LLC	District 5	District 36	311 - Residential Vacant Land	\$ 5,000.00	\$ 39,368	\$ 2,864.61	11/31/2021	Good	11/29/2021	05419-16	6/1/2022		Lot



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

July 22nd, 2025

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

Dear Chairwoman Cunningham,

The Office of the Albany County Executive is requesting authorization to enter into an agreement with Empire State Development to accept \$1,610,000 in Capital Grant funding to support the demolition of the Central Warehouse, and amend the 2025 Economic Development, Conservation, and Planning budget.

Capital grant funding from the Regional Council Capital Fund is available through the State's Regional Economic Development Council Initiative, which helps drive regional and local economic development across New York State in cooperation with 10 Regional Economic Development Councils ("Regional Councils"). Capital grant funding is available for capital-based economic development projects intended to create or retain jobs; prevent, reduce or eliminate unemployment and underemployment; and/or increase business or economic activity in a community or Region.

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
James Curran, Minority Counsel



County of Albany

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

Legislation Text

File #: TMP-6714, Version: 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorizing an Agreement with Empire State Development Regarding Capital Grant Funding and Amending the 2025 Department of Economic Development, Conservation, and Planning Budget

Date: 7/22/2025
Department: EDCAP
Attending Meeting: Cam Sagan and Pat Curran
Submitted By: Patrick Curran
Title: Sustainability and Economic Development Coordinator
Phone: 518-447-5639

Purpose of Request: Budget Amendment Enter text.

CONTRACT TERMS/CONDITIONS:

Party Names and Addresses:
Empire State Development - 625 Broadway, Albany, NY 12207

Term: (Start/end date or duration) 8/22/2025 - 8/22/2026
Amount/Raise Schedule/Fee: \$1,610,000

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:	0
State:	100	Local:	0

County Budget Accounts:

Revenue Account and Line:	A3 8020 03987
Revenue Amount:	\$1,610,000
Appropriation Account and Line:	A9 8020 44977
Appropriation Amount:	\$1,610,000

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: 2024-491

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

The Office of the Albany County Executive is requesting authorization to enter into an agreement with Empire State Development to accept \$1,610,000 in Capital Grant funding to support the demolition of the Central Warehouse, and amend the 2025 Economic Development, Conservation, and Planning budget.

Capital grant funding from the Regional Council Capital Fund is available through the State's Regional Economic Development Council Initiative, which helps drive regional and local economic development across New York State in cooperation with 10 Regional Economic Development Councils ("Regional Councils"). Capital grant funding is available for capital-based economic development projects intended to create or retain jobs; prevent, reduce or eliminate unemployment and underemployment; and/or increase business or economic activity in a community or Region..



County Executive Daniel McCoy
Albany County
112 State Street
Albany, NY 12207

Dear Daniel McCoy:

On behalf of New York State and Empire State Development, please let me express our enthusiasm for working with you and Albany County to undertake its project in New York State as described in the attached Incentive Proposal.

Please review the attached Incentive Proposal to see how New York State and Empire State Development are proposing to assist County of Albany in its project in New York State. If you choose to accept our offer, please acknowledge your decision by endorsing the last page of the attached proposal and returning one copy to me, in the Capital Region office located at 433 River Street, Troy, NY 12180 including the \$250 Application Fee by May 1, 2025.

As noted in this Incentive Proposal, funding for this project is subject to the availability of funds, completion of any applicable requirements regarding smart growth, environmental and historic review, non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with program requirements.

Please be advised that your project requires [environmental review under the State Environmental Quality Review Act (SEQRA)] and consultation with the State Historic Preservation Office (SHPO). Please see requirements found [here](#).

Please note that by accepting our offer of public funds to support this project, it is ESD's expectation that Albany County will coordinate any project-related public announcements and press events with ESD. We look forward to working with you on this exciting project. Please contact Joseph Landy at 518-270-1130 or Joseph.Landy@esd.ny.gov at your convenience.

Very truly yours,

A handwritten signature in black ink that reads "Michael Yevoli".

Michael Yevoli
Regional Director

cc: Glendon McLeary

Attachment: ESD Incentive Proposal

County of Albany
Incentive Proposal

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Recipient Name: County of Albany

General Information

Contact Name & Mailing Address:	County Executive Daniel McCoy Albany County 112 State Street Albany, NY 12207		
Email:	county_executive@albanycountyny.gov	Telephone No:	(518) 447-7040
Type of Business:	Government		
Project Location(s):	NYS Region: Capital District 143 Montgomery St Albany, NY 12207		
Project Description:	The Awardee will complete the demolition of the Central Warehouse building in Downtown Albany. Funds will be disbursed upon documentation of completion of all environmental remediation as required by federal, state, and applicable municipal regulations regarding asbestos remediation and upon documentation of a total project cost of \$14,600,000 and/or other documentation verifying project completion as ESD may require.		

Project Information*

*Based on the Company's project information submissions of a CFA or PIW

Net New Full-time Permanent Employee Job Commitment (For Excelsior projects, refer to attached Preliminary Schedule of Benefits): New positions may not be filled by transferring employees from other New York State locations.	N/A	Permanent Full-time equivalent employees at all NYS Locations:	N/A
Permanent Full-time equivalent employees at Project Location(s):	N/A	Part-time or Seasonal Employees, or Full-time Contract Employees at Project Location(s):	N/A

PROJECT BUDGET:

THE FOLLOWING COSTS WILL BE INCURRED TO COMPLETE THIS PROJECT

<u>DEMOLITION AND ENVIRONMENTAL REMEDIATION:</u>	<u>\$12,600,000</u>
<u>OTHER PROJECT COSTS (SPECIFY):</u>	<u>\$2,000,000</u>
<u>TOTAL ESTIMATED COST:</u>	<u>\$14,600,000</u>

Project Commencement Date:	5/30/2025	Project Completion Date:	1/31/2027
Projected ESD Director's Approval Date:	April 2027		

County of Albany
Incentive Proposal

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Time Period Required for Employment at Project Location (Excelsior Jobs Program):	N/A	Time Period Required for Employment at Project Location (Grant Funds):	N/A
Incentives			
Excelsior Award Amount Up to: (Refer to Preliminary Schedule of Benefits)	\$0.00		
Grant Funding Source:	<u>Regional Council ESD Capital Grant</u>		
Grant Award Amount Up to:	\$1,610,000		
Grant Disbursement Schedule:	Funds will be disbursed upon documentation of completion of all environmental remediation as required by federal, state, and applicable municipal regulations regarding asbestos remediation and upon documentation of a total project cost of \$14,600,000 and/or other documentation verifying project completion as ESD may require.		
Non-ESD Assistance (estimate)	N/A		

Total Incentive Offer

ESD:	\$1,610,000	IDA Sales Tax Exemption:	N/A
Restore NY:	\$9,700,000	PILOT:	N/A
OCR:	N/A	Utility:	N/A
NYSERDA:	N/A	Municipality:	N/A
NYPA:	N/A	Local Development Corp.:	N/A
Total NYS:	N/A	Total Non NYS:	

Total of All Incentives: \$11,310,000

For ESD¹ Internal Use Only:

Job Growth Track ☐	Investment Track ☐	Project # 139,045	CFA # 146956
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Incentive Proposal – Definitions and Conditions

Definition of Full-time Permanent Employee: (i) a full-time, permanent, private-sector employee on the Recipient's payroll, who has worked at the Project Location for a minimum of 35 hours per week for not less than four consecutive weeks and who is entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties; or (ii) two part-time, permanent, private-sector employees on Recipient's payroll, who have worked at the Project Location for a combined minimum of 35 hours per week for not less than four consecutive weeks and who are entitled to receive the usual and customary fringe benefits extended by Recipient to other employees with comparable rank and duties.

¹ The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

Department of Labor Recipient authorizes the Commissioner of Labor to disclose, to employees of both the New York State Department of Labor, the New York State Department of Economic Development, and the Urban Development Corporation, (dba Empire State Development), all records filed by the Recipient in making Unemployment Insurance (U.I.) reports and contributions required by State Labor and Tax Law, including, but not limited to, all information contained in or relating to the quarterly combined withholding, wage reporting and U.I. returns, the registration for U.I., the New Hire file, and all records of U.I. delinquencies. In addition, this authorization shall include all information contained in any survey reports requested by the Department of Labor on behalf of the U.S. Department of Labor, Bureau of Labor Statistics including, but not limited to, the Current Employment, Occupational Employment, multiple worksite, and annual refiling surveys. The use of information and records released pursuant to this authorization shall be limited to government purposes concerning the Recipient and assistance described in this Incentive Proposal to monitor compliance with worker protection laws and with the conditions and requirements associated with the financial assistance being requested; and the use of information and records released pursuant to this authorization shall be limited to government purposes concerning the certification of this company for Excelsior Jobs Program benefits under Article 17 of the Economic Development Law, monitoring compliance with Excelsior Jobs Program requirements, including compliance with worker protection laws, and reviewing the performance of the Excelsior Jobs Program.

New York State Job Bank: ESD encourages the Recipient to post, to the maximum extent feasible, job openings associated with this project through the New York State Job Bank, where New Yorkers can view the region in which they live, see which industries are growing and find out what jobs are available in various economic sectors. Job listing options include:

- Self-posting – No cost service allows businesses to manage their job orders throughout the recruitment process. <https://newyork.usnlx.com/>
- Indexing – No cost service to allow jobs posted on your company website to upload daily to the New York State Job Bank. <https://usnlx.com/indexingrequest.asp>

Recipient agrees to allow the Department of Labor to contact Recipient's Human Resources department (or other relevant department) for the purpose of listing open jobs on the New York State Job Bank.

Good Standing: The recipient is authorized to do business and is in good standing in the State of New York.

Tax Information: Recipient agrees to allow the Department of Taxation and Finance to share Recipient tax information with Empire State Development.

Legal Compliance: Recipient is in substantial compliance with all environmental, worker protection, and local, state and federal tax laws and acknowledges that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws.

Environmental, Historic and Smart Growth Review:

Recipient must comply with any applicable environmental, historic, and smart growth review that is required due to ESD assistance or any other public approval or action. Until this is completed, work on any ESD funded project may not begin.

- For further information about Environmental Review under the State Environmental Quality Review Act (SEQRA), please visit the New York State Department of Environmental Conservation's web site at <https://www.dec.ny.gov/permits/357.html>.
- For further information about Historic Review (consultation process), please visit the New York State Historic Preservation Office's web site at <https://parks.ny.gov/shpo/>.
- For further information about Smart Growth review under the Smart Growth Public Infrastructure Policy Act, please visit the New York State Department of State's web site at: <https://dos.ny.gov/nys-smart-growth-program>.

Grant Program Notices and Conditions/Requirements

This Incentive Proposal is subject to the availability of funds; completion of any applicable requirements regarding (1) smart growth, environmental and historic review, (2) non-discrimination and contractor diversity, and other applicable statutes, ESD Directors approval and compliance with applicable statutes and program requirements.

Financial Disclosure:

Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors deemed acceptable to ESD must be provided prior to ESD Directors' approval.

Disbursements:

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2028. Expenditures incurred prior to written acceptance of this Incentive Proposal are not eligible project costs and cannot be reimbursed by grant funds. The Grant is being provided in connection with the project as described in the CFA (or ESD application) and that funds will only be made available for projects that are undertaken as described in the CFA (or ESD application), except as expressly authorized by ESD.

Equity:

The Recipient will be required to contribute a minimum of 10% of the total project cost in the form of equity contributed after the Recipient's written acceptance of ESD's Incentive Proposal. Equity is defined as cash injected into the project by the Recipient or by investors and should be auditable through Recipient financial statements or Recipient accounts, if so requested by ESD. Equity cannot be borrowed money secured by the assets in the project or grants from a government source.

Fees:

The Recipient will provide a \$250 Application Fee, due when this Incentive Proposal is returned and a 1% commitment fee (\$16,100), due after ESD Directors' approval at the time a Grant Disbursement Agreement is executed. In addition, the Recipient will reimburse ESD for any direct expenses incurred in connection with this project, including costs related to holding a public hearing, attorney fees, appraisals, surveys, title insurance, credit searches, filing fees, and other requirements deemed appropriate by ESD.

Non-discrimination and Contractor Diversity:

ESD's Non-discrimination & Contractor and Supplier Diversity policy will apply to this project. The Recipient shall be required to use "Good Faith Efforts," pursuant to 5 NYCRR §142.8, to achieve an overall Minority and Women-owned Business Enterprise ("MWBE") participation goal of 30% (\$483,000). The overall MWBE participation goals shall consist of a Minority-owned Business Enterprise ("MBE") participation goal of 15% (\$241,500) and a Women-owned Business Enterprise ("WBE") participation goal of 15% (\$241,500) related to the total value of ESD's funding and to solicit and utilize MWBEs for any contractual opportunities generated in connection with the project. MBE participation may not be substituted for WBE participation, or the reverse. Additional information can be found [here](#).

The Recipient shall also use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(n), to achieve an overall participation goal of 6% (\$96,600) NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs"), in the execution of the grant, for any contractual opportunities generated in connection with the project. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. A further explanation of the SDVOB reporting requirements is found [here](#).

Non-discrimination and Contractor Diversity:

Pursuant to New York State Executive Law Article 15-A, ESD recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business in the performance of ESD contracts. For purposes of this Contract, however, goals will not be established due to the unavailability of minority and women-owned businesses for performance of this Contract.

The Recipient is encouraged to use "Good Faith Efforts," pursuant to 9 NYCRR §252.2(m), to utilize NYS-certified Service-Disabled-Veteran-owned Business Enterprises ("SDVOBs") in the execution of the grant. Any utilization of SDVOBs would be in addition to goals established pursuant to Article 15-A of the Executive Law with respect to MWBEs. Should SDVOBs be utilized, a further explanation of the SDVOB reporting requirements is found [here](#).

Environmental, Historic and Smart Growth Review:

Please note in particular the Environmental, Historic and Smart Growth Review requirements found [here](#) which, if applicable, must be satisfied prior to starting work on any ESD funded project and ESD Directors' approval of funding. The ESD Planning & Environmental Review office may contact your office for further information regarding status of the environmental, historic and smart growth review for your project.

Environmental Sustainability:

ESD encourages the environmentally sustainable practice of recycling construction and demolition debris rather than disposition in a landfill.

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Insurance Requirements:

The Recipient shall maintain Commercial General Liability Insurance providing both bodily injury (including death) and property damage insurance in a limit not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate and Three Million Dollars (\$3,000,000) umbrella. In addition, if the grant contemplates the purchase, construction or renovation of any buildings or equipment, the Recipient shall keep the buildings at the Project Location and the building equipment insured against: (i) loss by fire, (ii) additional perils customarily covered under an all-risk policy and (iii) flood hazard, if the Project Location is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968, as amended.

ESD shall be named as additional insureds for ongoing and completed operations under Commercial General Liability and Umbrella Insurance policies. Coverage afforded to these additional insureds will be primary and non-contributory with any other insurance available to such additional insureds, whether such insurance is on a primary, excess, umbrella, or contingent basis. Additional insured coverage for ongoing and completed operations and shall be provided on ISO endorsement forms CG 20 10 and CG 20 37. Recipient will provide additional insured coverage to the fullest extent permitted by applicable law. This insurance shall contain an endorsement waiving all rights of subrogation against ESD.

Modification:

ESD reserves the right to review and reconsider the terms of this Incentive Proposal and/or funding for the project in the event of any material changes in the plans, circumstances, grantee or project.

Reservations of Rights Concerning ESD Funding:

It is expected the project will proceed as described and within the time frame set forth by the Applicant. If the project or its implementation fails to proceed as planned or is delayed for a significant period of time and there is, in the exclusive judgment of ESD, material change in the project or doubt as to its viability, ESD reserves the right to cancel its Incentive Proposal for such project.

Next Steps After Accepting this Incentive Proposal:

Within approximately 30 days of your acceptance of this Incentive Proposal, your Project Manager will acknowledge receipt of the signed Incentive Proposal and will provide a guide to the ESD Approval and Disbursement Process and relevant contact information. Prior to ESD Directors' approval, ESD will require updated project information and Declarations and Certifications. Please note that ESD Directors' approval typically occurs at project completion.

By signing recipient understands and acknowledges the following

This Incentive Proposal expires May 1, 2025 unless endorsed below and received by ESD prior to the expiration date. The accepted Incentive Proposal expires two years from the date of acceptance by the Recipient. ESD reserves the right to require Recipient to provide any additional information and/or documentation ESD deems necessary.

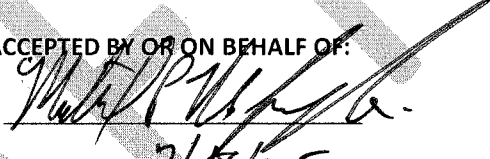
Recipient has read and knows the contents of the Incentive Proposal prepared by ESD.

Recipient reviewed all of the information provided by the Recipient to ESD to assist in ESD's preparation of the Incentive Proposal, including information provided on Recipient's behalf by third-party consultants.

Recipient knows all of the information provided by Recipient or its third-party consultants to be true and complete in all material respects. To the extent such information involves projections about future performance, these projections have been prepared in good faith, based upon reasonable assumptions.

Receipt of the Incentive Proposal was a material factor in Recipient's decision to undertake the above-referenced project. Recipient hereby accepts the Incentive Proposal in its entirety.

Recipient did not finalize the decision to undertake the project described in the Incentive Proposal prior to March 27, 2025.

APPROVED BY: Glendon McLeary Vice President and Director of Loans & Grants Empire State Development 655 Third Avenue New York, NY 10017 Phone: (212) 803-3658	ACCEPTED BY OR ON BEHALF OF: Date Signed:
ACCEPTED BY: County Executive Daniel McCoy Albany County 112 State Street Albany, NY 12207	I have read and understand the contents of this incentive proposal and accept it, including the attached terms, conditions and program requirements. I certify that the information provided to ESD for the purposes of obtaining such assistance is true and any financial and employment projections were prepared in good faith based on reasonable assumptions. Further I certify that the recipient, to the best of my knowledge, is compliant with all environmental, worker protection and tax laws and authorize ESD to verify such compliance with relevant government agencies. I acknowledge that to remain eligible for these state incentives, the Recipient must continue to be compliant with these laws. ACCEPTED BY OR ON BEHALF OF:  Date Signed: 7/18/25

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USE WHOLE NUMBERS ONLY						
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BUDGET LINE				DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY				
				STATE POS. CODE	POSITION CONTROL			

A9	8020	44977			Restore NY - Central Ware Demo	\$1,610,000		\$11,610,000	Economic Development
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TOTAL APPROPRIATIONS	\$1,610,000	\$0
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ESTIMATED REVENUES						
USE WHOLE NUMBERS ONLY						

BUDGET LINE				DESCRIPTION	DECREASE	INCREASE	UNIT COST	DEPARTMENT NAME
FUND	ORG	OBJ	PROJECT	FOR POSITIONS ONLY				
				STATE POS. CODE	POSITION CONTROL			

A3	8020	03987			Restore NY - Central Ware Demo	\$1,610,000	\$1,610,000	Economic Development
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TOTAL REVENUES	\$0	\$1,610,000
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GRAND TOTAL	\$1,610,000	\$1,610,000
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RESOLUTION NO. 491

AUTHORIZING AN AGREEMENT WITH EMPIRE STATE DEVELOPMENT REGARDING RESTORE NEW YORK COMMUNITIES INITIATIVE FUNDING AND AMENDING THE 2024 DEPARTMENT OF ECONOMIC DEVELOPMENT, CONSERVATION AND PLANNING BUDGET

Introduced: 8/12/24

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with Empire State Development regarding Restore New York Communities Initiative funding to support the demolition of the Central Warehouse located at 143 Montgomery Street in the City of Albany in the amount of \$10,000,000 for the term commencing August 12, 2024 and ending August 12, 2026, and

WHEREAS, The County Executive has also requested to amend the 2024 Department of Economic Development, Conservation and Planning Budget to transfer the funding to the Advance Albany County Alliance Local Development Corporation in order to implement the demolition project, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Empire State Development regarding Restore New York Communities Initiative funding to support the demolition of the Central Warehouse located at 143 Montgomery Street in the City of Albany in the amount of \$10,000,000 for the term commencing August 12, 2024 and ending August 12, 2026, and, be it further

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

Increase Revenue Account A8020 0 3987 Restore NY – Central Ware Demo by \$10,000,000

Increase Appropriation Account A8020.4 by \$10,000,000 by increasing Line Item A8020 4 4977 Restore NY – Central Ware Demo by \$10,000,000

and, be it further

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

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

RESOLUTION NO. 312

AUTHORIZING AN AGREEMENT WITH EMPIRE STATE DEVELOPMENT REGARDING CAPITAL GRANT FUNDING AND AMENDING THE 2025 DEPARTMENT OF ECONOMIC DEVELOPMENT CONSERVATION AND PLANNING BUDGET

Introduced: 8/11/25

By Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into an agreement with Empire State Development regarding capital grant funding, and

WHEREAS, The County Executive indicated that Empire State Development funding is available through the New York Regional Economic Development Council Initiative for capital-based economic development projects in the amount of \$1,610,000 for the demolition of the Central Warehouse in the City of Albany, and

WHEREAS, A budget amendment is necessary to accept said funding, now, therefore, be it

RESOLVED, By the Albany County Legislature, that the County Executive is authorized to enter into an agreement with Empire State Development, Albany, NY 12207, regarding acceptance of funding for the demolition of the Central Warehouse in an amount of \$1,610,000, for a term commencing August 22, 2025 and ending August 21, 2026, and, be it further

RESOLVED, That the 2025 Department of Economic Development, Conservation and Planning Budget is hereby amended as follows:

Increase Revenue Account A3 8020 0 3987 Restore NY – Central Warehouse Demo by \$1,610,000

Increase Appropriation Account A9 8020.4 by \$1,610,000 by Increasing line item A9 8020 4 4977 Restore NY – Central Warehouse Demo by \$1,610,000

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.



New York State Office of
Indigent Legal Services

80 S Swan Street, Suite 1147, Albany, NY 12210
Tel: (518) 486-2028 Fax: (518) 474-0505
E-Mail: info@ils.ny.gov www.ils.ny.gov

Kathy Hochul
Governor

Patricia J. Warth
Director

Burton Phillips
Counsel

June 5, 2025

Via email

Kevin M. Cannizzaro, Esq.
First Assistant Albany County Attorney
Albany County Department of Law
112 State Street, Room 600
Albany, NY 12207

RE: Albany Assigned Counsel Program Plan

Dear Mr. Cannizzaro:

This letter is a follow-up to my January 31, 2025 letter approving the Albany County Bar Association's Assigned Counsel Program Plan ("Albany ACP Plan") pursuant to New York State County Law § 722(3). I have recently been informed that since, there have been some minor updates to the Albany ACP Plan. I have reviewed the updated Albany ACP Plan (dated May 2025 and attached). On behalf of the New York State Office of Indigent Legal Services ("ILS"), I approve this updated Albany ACP Plan.

We look forward to continuing the work with Albany County to improve the quality of mandated representation pursuant to County Law Article 18-B.

Very truly yours,

Patricia Warth
Director

Enc. ILS approved Albany ACP Plan (updated May 2025)

cc: Shane Hug
Administrator, Albany County Assigned Counsel Program

Local Law Intro. No. ____

A LOCAL LAW amending the Laws of Albany County by adding a new Chapter XXX relating to the creation of the Albany County Office of Assigned Counsel.

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

Section 1. A new Chapter is hereby added to the Laws of Albany County to read as follows:

Chapter XXX

ALBANY COUNTY OFFICE OF ASSIGNED COUNSEL

- Sec. XXX—101. Short Title
- Sec. XXX—102. Purpose
- Sec. XXX—103. Definitions
- Sec. XXX—104. Board of Directors, Membership
- Sec. XXX—105. Board of Directors, Powers and Duties
- Sec. XXX—106. Assigned Counsel Administrator, Appointment, Term.
- Sec. XXX—107. Operation of Program
- Sec. XXX—108. Rules and Regulations
- Sec. XXX---109. Severability

Sec. XXX—101. Short Title.

This Chapter shall be known as and cited as “The Albany County Office of Assigned Counsel.”

Sec. XXX--102. Establishment, Purpose.

Pursuant to New York State County Law Article 18-B, §722(3)(a)(b) there shall be an Office of Assigned Counsel, which shall operate as an independent office separate from the Albany County Office of the Public Defender and the Albany County Office of the Alternate Public Defender. The purpose of said office is to maintain an Assigned Counsel Program in the County by establishing protocols and policies for assigning attorneys to persons unable to afford counsel in both family court and the criminal court(s) to ensure the provision of professional, skilled, ethical and client-centered legal representation of such similarly situated clients. The Assigned Counsel Program shall operate in compliance with the Standards for establishing and Administering Assigned Counsel Programs promulgated by the New York State Office of Indigent Legal Services pursuant to New York State Executive Law §832 (the “Standards”).

Further, the development and creation of this plan is done in conjunction with the recent provision of funding dedicated to providing defense to persons unable to afford counsel as established by the State of New York via the Hurrell-Herring Settlement. This Plan shall remain in force and effect unless and until those resources are extinguished.

Sec. XXX—103. Definitions

- a. Administrator—the person who administers the Assigned Counsel Program in the County and ensures that all appropriate Standards are met;
- b. Assigned Counsel—A private attorney or attorneys, other than an attorney or attorneys employed by the Public or Alternate Public Defender’s Offices, paid by the government at an hourly rate established under New York State County Law Article 18-B to represent eligible clients;
- c. Assigned Counsel Program— An entity within the County of Albany that sets forth protocols and policies for the assignment of attorneys to public defense clients and ensures that those attorneys provide quality representation.;
- d. Clients— Persons entitled to representation in criminal defense and family law matters under County Law, Article 18-B, as determined in accordance with applicable standards set by the New York State Office of Indigent Legal Services (hereinafter referred to as “NYS ILS”) ;
- e. County—The County of Albany;
- f. Independent—Freedom from improper influence and control by any outside entity to ensure that the Assigned Counsel Program and assigned counsel make decisions based solely on the interests of their clients;
- g. Judge(s)—Judges, magistrates, and any other persons with adjudicative powers over clients eligible for mandated representation;
- h. Mandated Representation—Government-funded legal representation that is constitutionally or statutorily required including, but not limited to, representation in criminal matters pursuant to New York State County Law Article 18-B, family court proceedings, and appellate representation;
- i. Mentor(s), Mentoring Attorney(s), Resource Attorney(s)—An experienced attorney who provides training, consultation, and guidance to other attorneys on the Panel;

- j. Office of the Assigned Counsel Program—The office responsible for administering the Assigned Counsel program in Albany County;
- k. Panel—The Assigned Counsel Program’s list of attorneys eligible to receive assignments in the County, which should be limited to those in good standing and with the requisite skills and training. The Assigned Counsel Program shall develop regulations and requirements for representation that comport with applicable guidelines provided by the New York State Office of Indigent Legal Services.
- l. Panel Attorney—An attorney who has been evaluated by the Albany County Assigned Counsel Program, and is rendering services to eligible persons in family and criminal court(s);
- m. Quality Representation—Representation of clients in a professional, skilled, ethical and client-centered manner, consistent with best practices as defined by the Standards;
- n. Standards—Standards for Establishing and Administering Assigned Counsel Programs in New York State promulgated by the New York State Office of Indigent Legal Services pursuant to New York State Executive Law §832;
- o. Supervising Attorney—An attorney, selected by the Assigned Counsel program administrator, who assists the Administrator in the execution of the tasks necessary to operate the Assigned Counsel Program and ensure that its responsibilities are executed in compliance with the Standards and all other applicable law;
- p. Vouchers—Document(s) supplied by a Panel Attorney which details an assigned counsel matter, the fees for representation and disbursements that were incurred by a Panel Attorney during their representation of a person unable to afford counsel . Completed and accurate Vouchers are necessary in order to secure payment.

Sec. XXX-104. Assigned Counsel Board of Directors

- a. There shall be an Assigned Counsel Board of Directors, which shall consist of seven (7) members. Five (5) members shall be appointed by the County Executive, one (1) shall be appointed by the Chairperson of the Albany County Legislature, and one (1) shall be appointed by the Majority Leader of the Albany County Legislature. The Board shall consist of the following:
 - (i) Three (3) members chosen by the County Executive, shall be chosen from among those individuals recommended to the County Executive by the following: one (1) member recommended from the Albany County Bar Association; one (1) member recommended by the Albany County Women’s Bar Association; and one (1) member recommended by the Capital District Black and Hispanic Bar Association;

- (ii) One (1) member chosen by the County Executive shall be an attorney who actively practices criminal or family law;
- (iii) One (1) member chosen by the County Executive shall be a member of the general public who is not a member of the legal profession;
- (iv) One (1) member chosen by the Majority Leader shall be a former assigned counsel attorney who has practiced family law; and
- (v) One (1) member chosen by the Chairperson of the Legislature who shall be a former assigned counsel attorney who has practiced criminal law;
- (vi) One (1) member shall be the Chairperson of the Law Committee of the Albany County Legislature, who shall serve as an *ex officio*, non-voting member of the Board.

Upon making their formal recommendation, the County Executive, the Chairperson of the Legislature, and the Majority Leader shall notify each of the respective offices regarding their appointments. Each appointment shall be filed with the Clerk of the Albany County Legislature within forty-five (45) days of their recommendation.

- b. When a vacancy occurs in the membership of the Assigned Counsel Board of Directors, the vacancy shall, within forty-five (45) days, be filled for the unexpired portion of the term in the same manner as the original appointment.
- c. The majority of the Board's members shall be attorneys who are not judges. No member of the board of Directors shall hold a position as a prosecutor, a member of law enforcement or any other government official whose duties may be adversarial to clients receiving mandated representation.
- d. There shall be a Chair of the Board of Directors. Such individual shall be chosen from among the members of the Board of Directors upon a majority vote. The Chair shall serve for a two (2) year term, but in no instance shall said term extend beyond the member's term of appointment as a member of the Board of Directors. No member shall be eligible to serve as Chair for consecutive terms. No judge shall serve as the Chair of the Board of Directors.
- e. The members of the Board of Directors shall be appointed for a term of two (2) years, except as indicated below, beginning on January 1 and ending on December 31 of the following calendar year, terms for the inaugural Board of Directors shall be as follows:
 - a. The members appointed by the County Executive, as recommended by, the Albany County Bar Association, the Albany County Women's Bar Association, and the Capital District Black and Hispanic Bar Association shall serve from January 1, 2025 through December 31, 2025;
 - b. The member appointed by the County Executive who actively practices criminal or family law shall serve from January 1, 2025 through December 31, 2026;

- c. The member appointed by the County Executive who is a member of the general public and not a member of the legal profession shall serve from January 1, 2025 through December 31, 2025;
 - d. The member appointed by the Majority Leader of the Legislature shall serve from January 1, 2025 through December 31, 2025; and,
 - e. The member appointed by the Chairperson of the Legislature shall serve from January 1, 2025 through December 31, 2026.
- f. No person shall serve as a member of the Board of Directors for more than three (3) consecutive two (2) year terms. Members of the Board of Directors shall continue to serve until their successors have been appointed.
 - g. Any individual chosen to fill a vacancy created otherwise than by expiration of a term shall be appointed in the same manner in which their successor was appointed and for the unexpired term of the member whom he or she is to succeed.
 - h. In all instances, the Board of Directors shall require an affirmative vote of at least three (3) members of the Board to take any official action, or to exercise any of the powers and duties authorized by this law.
 - i. No member of the Board of Directors shall be compensated for the services to be provided, but may be reimbursed for any reasonable expenses that may be incurred in the conduct of their official duties as Board members.

Sec. XXX—105. Board of Directors, powers and duties

The Board of Directors shall have the following powers and duties:

- a. Provide guidance and advice on the operation of the Assigned Counsel Program in the County;
- b. Appoint the Assigned Counsel Program Administrator in consultation with the New York State Office of Indigent Legal Services and subject to approval by the Albany County Executive and confirmation of the Albany County Legislature;
- c. Study and review the existing program under Article 18-B of the New York State County Law for provision of representation in the courts for persons unable to afford counsel, and recommend any appropriate modifications to the program;
- d. Establish and implement uniform rules and regulations in compliance with the Standards for creation and administration of the Assigned Counsel Program to enable the effective provision of legal services for persons unable to afford counsel in Albany County;

- e. Review the annual Budget request from the Assigned Counsel Program Administrator for submission to the Albany County Commissioner of Management and Budget in compliance with County budgetary law and procedures;
- f. Consult with the New York State Office of Indigent Legal Services, the Judiciary, and community groups regarding the provisions of legal services for persons unable to afford counsel in the County;
- g. Prepare and review an Annual Report for submission to the County Executive and County Legislature by December 31st of each year regarding the services provided by the Assigned Counsel Program including but not limited to: numbers and types of cases, attorney caseloads, and Office expenditures;
- h. Meet on at least a biannual basis in order to ensure that all the responsibilities and duties of the Assigned Counsel Program are executed in a prompt and efficient manner.

Sec. XXX—106. Assigned Counsel Program Administrator; appointment, qualifications, term

- a. The Board of Directors shall nominate an Assigned Counsel Program Administrator subject to the approval of the Albany County Executive and confirmation by the Albany County Legislature. Any person so nominated shall be an attorney in good standing, licensed in State of New York, possess administrative experience, be well-versed in Criminal and/or Family law matters, and demonstrate integrity and commitment to quality representation of persons unable to afford counsel;
- b. The Administrator shall serve full-time and shall not engage in the private practice of law during their appointment.
- c. The Administrator shall serve a term of five (5) years subject to another nomination at the discretion of the Board of Directors and the approval of the County Executive and confirmation by the Albany County Legislature.
- d. The Administrator serves, pursuant to §2507 of the Albany County Charter, and may be removed for cause, after notice and opportunity to be heard in compliance with procedures established by the Board of Directors.

Sec. XXX—107. Assigned Counsel Program Administrator; Powers and Duties.

- a. The Administrator shall be the administrative head of the office, and shall have the duty to ensure to the extent possible that all persons unable to afford counsel are provided with quality legal representation as soon as feasible after arrest, detention or after they request

counsel in a criminal case, and at the earliest possible stage of a state intervention case in family court;

- b. Develop and monitor program policies, standards, and operational procedures of the Assigned Counsel Program regarding qualifications for appointment to each panel, recruitment of attorneys to serve on each panel, limitations on attorney caseloads, guidelines for administrative responsibilities of panel attorneys and supervision and review of attorney caseloads and quality of legal representation;
- c. Maintain panels of attorneys eligible to receive assignments for representation of persons unable to afford counsel based upon sufficient knowledge and experience. These panels are required to be subdivided into categories commensurate with the experience of each respective panel attorney and consistent with the Standards. The Administrator shall be responsible for establishing the requirements and conditions necessary for attorneys to be assigned more complex matters.
- d. Establish qualifications and standards for certification of attorneys to become members of the panels. All determinations on applications for certification to the panels shall be made by the Assigned Counsel Program Administrator. Any attorney aggrieved by the determination of the Administrator may seek review of the determination by the Board of Directors.
- e. Establish procedures and standards for a recertification program. Upon review of recertification applications and any other relevant information provided, the Assigned Counsel Administrator shall make determinations regarding all applications. All determinations regarding applications for recertification to the panels shall be made by the Administrator. Any Attorney aggrieved by the determination of the Administrator may seek review of the determination by the Board of Directors.
- f. Ensure adequate participation on the panels and that training for assigned counsel is provided.
- g. Oversee the rotation and coordination of Panel Attorneys, implement a fair and prompt process for assignment of Panel Attorneys to all matters, ensure that the ability, training and experience of panel attorneys are matched to the complexity of the cases to which they are assigned, and timely assignments of counsel to persons unable to afford counsel as soon as feasible after arrest, detention or after a request for counsel in a criminal case is made, and at the earliest possible stage of a state intervention case in family court;
- h. Review all vouchers for services provided through the Assigned Counsel Program including attorney vouchers to ensure proper payment for services performed;

- i. Prepare any and all Budget proposal for the Office of the Assigned Counsel Program for review by the Board of Directors and County Department pursuant to County law and policy.
- j. Maintain records of accounts and expenditures of the Office of Assigned Counsel Program in compliance with all applicable law and County policy;
- k. Serve as an information resource to the Board of Directors and the attorneys on each assigned counsel panel;
- l. Establish procedures for submission, investigation, and resolution of complaints from clients, client family members, co-counsel, opposing counsel, and the judiciary regarding legal representation;
- m. Conduct a periodic evaluation and review of the Assigned Counsel Program budget and communicate fiscal and programmatic needs of the program to the New York State Office of Indigent Legal Services to obtain state funding;
- n. Prepare contracts with appropriate legal organizations such as the Albany County Bar Association and other Assigned Counsel Programs to perform certain services required by the Assigned Counsel Program enumerated in this Chapter in compliance with all legal and budgetary mandates;
- o. Attend meeting(s) of the Board of Directors and provide the annual reports as requested by the Board of Directors on the Assigned Counsel Program which shall include number of cases assigned, attorneys assigned, services provided to the Panels and office expenditures;
- p. Ensure compliance with County Law, policies, and procedures;
- q. Approve requests by panel attorneys of use of funding issued by the New York State Office of Indigent Legal Services for any non-attorney professional services such as investigators, expert witnesses, social workers, interpreters, mental health, supervised visitation or any other professional services as required to provide quality representation.
- r. Remove or suspend for a definite period of time, an attorney from the panel for cause, upon notice and opportunity to be heard, subject to review by the Board of Directors pursuant to procedures established by the Assigned Counsel Program.
- s. Make applications for other sources of state and federal funding to meet the budgetary and programmatic needs of the Assigned Counsel Program;

- t. Ensure that data is collected and reported to the New York State Office of Indigent Legal Services (“NYS ILS”) as required by County Law §722-f, and in accordance with all valid NYS ILS contracts.
- u. Any other duties necessary to carry out the purposes of this Chapter.

Sec. XXX—108. Assignment of Defense Counsel

- a. **Order of Assignment**—The Albany County Public Defender’s Office has the primary responsibility for providing services for the defense/representation of persons unable to afford counsel in a particular matter. In the event that the Albany County Public Defender’s Office is determined to have a conflict, this responsibility will pass to the Albany County Alternate Public Defender’s Office. The Albany County Alternate Public Defender’s Office has the secondary responsibility for the defense/representation of persons unable to afford counsel in a particular matter. If the Alternate Public Defender’s Office is determined to have a conflict, then the Assigned Counsel Program will have the responsibility to assign counsel to persons unable to afford counsel pursuant to the provisions of this Plan. The Court may, utilizing its inherent powers, appoint an attorney from the Assigned Counsel Program’s list of Panel Attorneys to a case involving persons unable to afford counsel if circumstances require an immediate appointment, and the Court is unable to contact the Assigned Counsel Program to make such an appointment. If the Court makes such an appointment, they shall notify the Assigned Counsel Program within two (2) days of the assignment. Such notification shall be in a manner which ensures that the Assigned Counsel Program is informed of the Court’s appointment as soon as practicable.
- b. **Counsel at First Appearance (CAFA) Program**--The Albany County Public Defender’s Office and Alternate Public Defender’s Office administer a program to provide representation to persons unable to afford counsel at that persons first appearance and arraignment. In the event that the Public Defender’s Office and Alternate Public Defender’s Office cannot provide representation to an eligible person who is unable to afford counsel , the Court may assign a Panel Attorney to represent the person eligible for assigned counsel from a list provided by this Assigned Counsel Program.
- c. **Acceptance**—Attorneys may be asked to accept assignment in emergencies or on very short notice. While acceptance of such assignments is not required, it is strongly encouraged.
- d. **Non-Criminal Matters**—The Administrator shall assign counsel to any person legally entitled to representation in family court or other matters constitutionally or statutorily eligible for representation. The Administrator may assign counsel at the earliest stage possible. In family law matters this includes the assignment of counsel to parents and other legally responsible adults, as those terms are defined by relevant law, during a child welfare

investigation. The Assigned Counsel Administrator shall develop rules and regulations for the assignment of counsel to persons unable to afford counsel in all other legally eligible matters.

- e. Manner of Assignment—The Administrator shall make assignment on a rotating basis from a list of all eligible participating attorneys. In assigning counsel, due regard shall be given to the following factors: (1) Potential conflict(s) of interest; (2) Geographic proximity; (3) Prior representation (continuity of counsel); (4) Attorney caseload; and (5) Applicable expertise and experience with the type of case involved.
- f. Second Chair, Resource Attorneys—Pursuant to the rules and regulations developed by the Assigned Counsel Program, the Administrator may require (or Panel Attorneys may request) that the Panel Attorney consult a Resource Attorney or 2nd Chair Attorney as appropriate.
- g. Amendments—The Assigned Counsel Program may, with a majority vote of the Board of Directors and the written approval of the New York State Office of Indigent Legal Services, make such amendments to this assignment process as are necessary and proper .

Sec. XXX—109. Responsibilities of Assigned Counsel Program

- a. The Assigned Counsel Program shall ensure that Panel Attorneys have access to non-attorney professional services such as investigative, expert witnesses, social workers, interpreters, mental health professionals, supervised visitation or any other professional service, as required, to provide quality representation;
- b. The work of assigned counsel shall be periodically evaluated based upon objective criteria developed and published by the Assigned Counsel Program;
- c. Each attorney new to the representation of a of person unable to afford counsel may receive a mentor to assist the attorney to provide quality representation;
- d. All assigned counsel shall have access to appropriate substantive, procedural, and practical training programs through the Albany County Bar Association and other organizations that provide legal training as well as Resource Attorneys who are available for private consultation on case related matters;
- e. Ensure the creation of a “2nd Chair Program” for the criminal panel whereby attorneys are paired on more complex cases in order to obtain more litigation and more trial experience;
- f. Undertake effort to ensure provision of adequate facilities for client meetings, equipment, and legal research programs for Panel Attorneys;

- g. Develop appropriate resources for Panel Attorneys who may be handling complex litigation including matters requiring forensic expertise;
- h. Ensure that any attorney seeking appointment to the Panel through initial certification or recertification carries professional liability insurance.

Sec. XXX—110. Rules and Regulations

The Administrator, with the support of the Board of Directors, shall establish rules and regulations for the administration of the Assigned Counsel Program, and update them as necessary. A copy of such rules and regulations so established shall be filed with the Clerk of the Albany County Legislature and the Office of the Albany County Attorney..

Sec. XXX—111. Severability

If any clause, sentence, paragraph, subdivision, section, or part of this ordinance or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this ordinance, or in its applications to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgement shall be rendered.

This Local Law shall take effect _____ after enactment.

LOCAL LAW NO. “Q” FOR 2024

**A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK CREATING
CHAPTER 114 OF THE ALBANY COUNTY CODE, REGARDING THE
CREATION OF THE ALBANY COUNTY OFFICE OF ASSIGNED COUNSEL**

Introduced: 10/15/24

By Kuhn:

A LOCAL LAW amending the Laws of Albany County by adding a new Chapter 114 relating to the creation of the Albany County Office of Assigned Counsel.

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

Section 1. A new Chapter is hereby added to the Laws of Albany County to read as follows:

Chapter 114

ALBANY COUNTY OFFICE OF ASSIGNED COUNSEL

Sec. 114—101. Short Title

Sec. 114—102. Purpose

Sec. 114—103. Definitions

Sec. 114—104. Board of Directors, Membership

Sec. 114—105. Board of Directors, Powers and Duties

Sec. 114—106. Assigned Counsel Administrator, Appointment, Term.

Sec. 114—107. Operation of Program

Sec. 114—108. Rules and Regulations

Sec. 114---109. Severability

Sec. 114—101. Short Title.

This Chapter shall be known as and cited as “The Albany County Office of Assigned Counsel.”

Sec. 114—102. Establishment, Purpose.

Pursuant to New York State County Law Article 18-B, §722(3)(a)(b) there shall be an Office of Assigned Counsel, which shall operate as an independent office separate from the Albany County Office of the Public Defender and the Albany

County Office of the Alternate Public Defender. The purpose of said office is to maintain an Assigned Counsel Program in the County by establishing protocols and policies for assigning attorneys to indigent clients in both family court and the criminal court(s) to ensure the provision of professional, skilled, ethical and client-centered legal representation of such indigent clients. The Assigned Counsel Program shall operate in compliance with the Standards for establishing and Administering Assigned Counsel Programs promulgated by the New York State Office of Indigent Legal Services pursuant to New York State Executive Law §832 (the “Standards”).

Further, the development and creation of this plan is done in conjunction with the recent provision of funding dedicated to providing defense to persons unable to afford counsel as established by the State of New York via the Hurrell-Herring Settlement. This Plan shall remain in force and effect unless and until those resources are extinguished.

Sec. 114—103. Definitions

- a. Administrator—the person who administers the Assigned Counsel Program in the County and ensures that all appropriate Standards are met;
- b. Assigned Counsel—A private attorney or attorneys, other than an attorney or attorneys employed by the Public or Alternate Public Defender’s Offices, paid by the government at an hourly rate established under New York State County Law Article 18-B to represent eligible clients;
- c. Assigned Counsel Program—An entity within the County of Albany that sets forth protocols and policies for the assignment of attorneys to public defense clients and ensures that those attorneys provide quality representation;
- d. Clients—Persons entitled to representation in criminal defense and family law matters under County Law, Article 18-B, as determined in accordance with applicable standards set by the New York State Office of Indigent Legal Services (hereinafter referred to as “NYS ILS”);
- e. County—The County of Albany;

- f. Independent—Freedom from improper influence and control by any outside entity to ensure that the Assigned Counsel Program and assigned counsel make decisions based solely on the interests of their clients;
- g. Judge(s)—Judges, magistrates, and any other persons with adjudicative powers over clients eligible for mandated representation;
- h. Mandated Representation—Government-funded legal representation that is constitutionally or statutorily required including, but not limited to, representation in criminal matters pursuant to New York State County Law Article 18-B, family court proceedings, and appellate representation;
- i. Mentor(s), Mentoring Attorney(s), Resource Attorney(s)—An experienced attorney who provides training, consultation, and guidance to other attorneys on the Panel;
- j. Office of the Assigned Counsel Program—The office responsible for administering the Assigned Counsel program in Albany County;
- k. Panel—The Assigned Counsel Program’s list of attorneys eligible to receive assignments in the County, which should be limited to those in good standing and with the requisite skills and training. The Assigned Counsel Program shall develop regulations and requirements for representation that comport with applicable guidelines provided by the New York State Office of Indigent Legal Services.
- l. Panel Attorney—An attorney who has been evaluated by the Albany County Assigned Counsel Program, and is rendering services to eligible persons in family and criminal court(s);
- m. Quality Representation—Representation of clients in a professional, skilled, ethical and client-centered manner, consistent with best practices as defined by the Standards;
- n. Standards—Standards for Establishing and Administering Assigned Counsel Programs in New York State promulgated by the New York State Office of Indigent Legal Services pursuant to New York State Executive Law §832;
- o. Supervising Attorney—An attorney, selected by the Assigned Counsel program administrator who assists the Administrator in the execution of the tasks necessary to operate the Assigned Counsel Program and ensure that its

responsibilities are executed in compliance with the Standards and all other applicable law;

- p. Vouchers—Document(s) supplied by a Panel Attorney which details an assigned counsel matter, the fees for representation and disbursements that were incurred by a Panel Attorney during their representation of a person unable to afford counsel. Completed and accurate Vouchers are necessary in order to secure payment.

Sec. 114-104. Assigned Counsel Board of Directors

- a. There shall be an Assigned Counsel Board of Directors, which shall consist of seven (7) members. Five (5) members shall be appointed by the County Executive, one (1) shall be appointed by the Chairperson of the Albany County Legislature, and one (1) shall be appointed by the Majority Leader of the Albany County Legislature. The Board shall consist of the following:
 - (i) Three (3) members chosen by the County Executive, shall be chosen from among those individuals recommended to the County Executive by the following: one (1) member recommended from the Albany County Bar Association; one (1) member recommended by the Albany County Women's Bar Association; and one (1) member recommended by the Capital District Black and Hispanic Bar Association;
 - (ii) One (1) member chosen by the County Executive shall be an attorney who actively practices criminal or family law;
 - (iii) One (1) member chosen by the County Executive shall be a member of the general public who is not a member of the legal profession;
 - (iv) One (1) member chosen by the Majority Leader shall be a former assigned counsel attorney who has practiced family law; and
 - (v) One (1) member chosen by the Chairperson of the Legislature who shall be a former assigned counsel attorney who has practiced criminal law;
 - (vi) One (1) member shall be the Chairperson of the Law Committee of the Albany County Legislature, who shall serve as an *ex officio*, non-voting member of the Board.

Upon making their formal recommendation, the County Executive, the Chairperson of the Legislature and the Majority Leader shall notify each of the respective offices regarding their appointments. Each appointment shall be

filed with the Clerk of the Albany County Legislature within forty-five (45) days of their recommendation.

- b. When a vacancy occurs in the membership of the Assigned Counsel Board of Directors, the vacancy shall, within forty-five (45) days, be filled for the unexpired portion of the term in the same manner as the original appointment.
- c. The majority of the Board's members shall be attorneys who are not judges. No member of the board of Directors shall hold a position as a prosecutor, a member of law enforcement or any other government official whose duties may be adversarial to clients receiving mandated representation.
- d. There shall be a Chair of the Board of Directors. Such individual shall be chosen from among the members of the Board of Directors upon a majority vote. The Chair shall serve for a two (2) year term, but in no instance shall said term extend beyond the member's term of appointment as a member of the Board of Directors. No member shall be eligible to serve as Chair for consecutive terms. No judge shall serve as the Chair of the Board of Directors.
- e. The members of the Board of Directors shall be appointed for a term of two (2) years, except as indicated below, beginning on January 1 and ending on December 31 of the following calendar year, terms for the inaugural Board of Directors shall be as follows:
 - a. The members appointed by the County Executive, as recommended by, the Albany County Bar Association, the Albany County Women's Bar Association, and the Capital District Black and Hispanic Bar Association shall serve from January 1, 2025 through December 31, 2025;
 - b. The member appointed by the County Executive who actively practices criminal or family law shall serve from January 1, 2025 through December 31, 2026;
 - c. The member appointed by the County Executive who is a member of the general public and not a member of the legal profession shall serve from January 1, 2025 through December 31, 2025;
 - d. The member appointed by the Majority Leader of the Legislature shall serve from January 1, 2025 through December 31, 2025; and,
 - e. The member appointed by the Chairperson of the Legislature shall serve from January 1, 2025 through December 31, 2026.

- f. No person shall serve as a member of the Board of Directors for more than three (3) consecutive two (2) year terms. Members of the Board of Directors shall continue to serve until their successors have been appointed.
- g. Any individual chosen to fill a vacancy created otherwise than by expiration of a term shall be appointed in the same manner in which their successor was appointed and for the unexpired term of the member whom he or she is to succeed.
- h. In all instances, the Board of Directors shall require an affirmative vote of at least four (4) members of the Board to take any official action, or to exercise any of the powers and duties authorized by this law.
- i. No member of the Board of Directors shall be compensated for the services to be provided but may be reimbursed for any reasonable expenses that may be incurred in the conduct of their official duties as Board members.

Sec. 114—105. Board of Directors, powers and duties

The Board of Directors shall have the following powers and duties:

- a. Provide guidance and advice on the operation of the Assigned Counsel Program in the County;
- b. Appoint the Assigned Counsel Program Administrator in consultation with the New York State Office of Indigent Legal Services and subject to approval by the Albany County Executive and confirmation of the Albany County Legislature;
- c. Study and review the existing program under Article 18-B of the New York State County Law for provisions of representation in the courts for persons unable to afford counsel, and recommend any appropriate modifications to the program;
- d. Establish and implement uniform rules and regulations in compliance with the Standards for creation and administration of the Assigned Counsel Program to enable the effective provision of legal services for persons unable to afford counsel in Albany County;
- e. Review the annual Budget request from the Assigned Counsel Program Administrator for submission to the Albany County Commissioner of

Management and Budget in compliance with County budgetary law and procedures;

- f. Consult with the New York State Office of Indigent Legal Services, the Judiciary, and community groups regarding the provisions of legal services for persons unable to afford counsel in the County;
- g. Prepare and review an Annual Report for submission to the County Executive and County Legislature by December 31st of each year regarding the services provided by the Assigned Counsel Program including but not limited to: numbers and types of cases, attorney caseloads, and Office expenditures;
- h. Meet on at least a biannual basis in order to ensure that all the responsibilities and duties of the Assigned Counsel Program are executed in a prompt and efficient manner.

Sec. 114—106. Assigned Counsel Program Administrator; appointment, qualifications, term

- a. The Board of Directors shall nominate an Assigned Counsel Program Administrator subject to the approval of the Albany County Executive and confirmation by the Albany County Legislature. Any person so nominated shall be an attorney in good standing, licensed in State of New York, possess administrative experience, be well-versed in Criminal and/or Family law matters, and demonstrate integrity and commitment to quality representation of persons unable to afford counsel;
- b. The Administrator shall serve full-time and shall not engage in the private practice of law during their appointment.
- c. The Administrator shall serve a term of five (5) years subject to another nomination at the discretion of the Board of Directors and the approval of the County Executive and confirmation by the Albany County Legislature.
- d. The Administrator serves, pursuant to § 2507 of the Albany County Charter, and may be removed for cause, after notice and opportunity to be heard in compliance with procedures established by the Board of Directors.

Sec. 114—107. Assigned Counsel Program Administrator; Powers and Duties.

- a. The Administrator shall be the administrative head of the office, and shall have the duty to ensure to the extent possible that all persons unable to afford counsel are provided with quality legal representation as soon as feasible after arrest, detention or after they request counsel in a criminal case, and at the earliest possible stage of a state intervention case in family court;
- b. Develop and monitor program policies, standards, and operational procedures of the Assigned Counsel Program regarding qualifications for appointment to each panel, recruitment of attorneys to serve on each panel, limitations on attorney caseloads, guidelines for administrative responsibilities of panel attorneys and supervision and review of attorney caseloads and quality of legal representation;
- c. Maintain panels of attorneys eligible to receive assignments for representation of persons unable to afford counsel based upon sufficient knowledge and experience. These panels are required to be subdivided into categories commensurate with the experience of each respective panel attorney and consistent with the Standards. The Administrator shall be responsible for establishing the requirements and conditions necessary for attorneys to be assigned more complex matters.
- d. Establish qualifications and standards for certification of attorneys to become members of the panels. All determinations on applications for certification to the panels shall be made by the Assigned Counsel Program Administrator. Any attorney aggrieved by the determination of the Administrator may seek review of the determination by the Board of Directors.
- e. Establish procedures and standards for a recertification program. Upon review of recertification applications and any other relevant information provided, the Assigned Counsel Administrator shall make determinations regarding all applications. All determinations regarding applications for recertification to the panels shall be made by the Administrator. Any Attorney aggrieved by the determination of the Administrator may seek review of the determination by the Board of Directors.
- f. Ensure adequate participation on the panels and that training for assigned counsel is provided.

- g. Oversee the rotation and coordination of Panel Attorneys, implement a fair and prompt process for assignment of Panel Attorneys to all matters, ensure that the ability, training and experience of panel attorneys are matched to the complexity of the cases to which they are assigned, and timely assignments of counsel to persons unable to afford counsel as soon as feasible after arrest, detention or after a request for counsel in a criminal case is made, and at the earliest possible stage of a state intervention case in family court;
- h. Review all vouchers for services provided through the Assigned Counsel Program including attorney vouchers to ensure proper payment for services performed;
- i. Prepare any and all Budget proposal for the Office of the Assigned Counsel Program for review by the Board of Directors and County Department pursuant to County law and policy.
- j. Maintain records of accounts and expenditures of the Office of Assigned Counsel Program in compliance with all applicable law and County policy;
- k. Serve as an information resource to the Board of Directors and the attorneys on each assigned counsel panel;
- l. Establish procedures for submission, investigation, and resolution of complaints from clients, client family members, co-counsel, opposing counsel, and the judiciary regarding legal representation;
- m. Conduct a periodic evaluation and review of the Assigned Counsel Program budget and communicate fiscal and programmatic needs of the program to the New York State Office of Indigent Legal Services to obtain state funding;
- n. Prepare contracts with appropriate legal organizations such as the Albany County Bar Association and other Assigned Counsel Programs to perform certain services required by the Assigned Counsel Program enumerated in this Chapter in compliance with all legal and budgetary mandates;
- o. Attend meeting(s) of the Board of Directors and provide the annual reports as requested by the Board of Directors on the Assigned Counsel Program which shall include number of cases assigned, attorneys assigned, services provided to the Panels and office expenditures;
- p. Ensure compliance with County Law, policies, and procedures;

- q. Approve requests by panel attorneys of use of funding issued by the New York State Office of Indigent Legal Services for any non-attorney professional services such as investigators, expert witnesses, social workers, interpreters, mental health, supervised visitation or any other professional services as required to provide quality representation.
- r. Remove or suspend for a definite period of time, an attorney from the panel for cause, upon notice and opportunity to be heard, subject to review by the Board of Directors pursuant to procedures established by the Assigned Counsel Program.
- s. Make applications for other sources of state and federal funding to meet the budgetary and programmatic needs of the Assigned Counsel Program;
- t. Ensure that data is collected and reported to the New York State Office of Indigent Legal Services (“NYS ILS”) as required by County Law § 722-f, and in accordance with all valid NYS ILS contracts;
- u. Any other duties necessary to carry out the purposes of this Chapter.

Sec. 114—108. Assignment of Defense Counsel

- a. Order of Assignment—The Albany County Public Defender’s Office has the primary responsibility for providing services for the defense/representation of persons unable to afford counsel in a particular matter. In the event that the Albany County Public Defender’s Office is determined to have a conflict, this responsibility will pass to the Albany County Alternate Public Defender’s Office. The Albany County Alternate Public Defender’s Office has the secondary responsibility for the defense/representation of persons unable to afford counsel in a particular matter. If the Alternate Public Defender’s Office is determined to have a conflict, then the Assigned Counsel Program will have the responsibility to assign counsel to persons unable to afford counsel pursuant to the provisions of the Plan. The Court may, utilizing its inherent powers, appoint an attorney from the Assigned Counsel Program’s list of Panel Attorneys to a case involving persons unable to afford counsel if circumstances require an immediate appointment, and the Court is unable to contact the Assigned Counsel Program to make such an appointment. If the Court makes such an appointment, they shall notify the Assigned Counsel Program within two (2) days of the assignment. Such notification shall be in a manner which

ensures that the Assigned Counsel Program is informed of the Court's appointment as soon as practicable.

- b. Counsel at First Appearance (CAFA) Program--The Albany County Public Defender's Office and Alternate Public Defender's Office administer a program to provide representation to persons unable to afford counsel at that persons first appearance and arraignment. In the event that the Public Defender's Office and Alternate Public Defender's Office cannot provide representation to an eligible person who is unable to afford counsel, the Court may assign a Panel Attorney to represent the person eligible for assigned counsel from a list provided by the Assigned Counsel Program.
- c. Acceptance—Attorneys may be asked to accept assignment in emergencies or on very short notice. While acceptance of such assignments is not required, it is strongly encouraged.
- d. Non-Criminal Matters—The Administrator shall assign counsel to any person legally entitled to representation in family court or other matters constitutionally or statutorily eligible for representation. The Administrator may assign counsel at earliest stage possible. In family law matters, this includes the assignment of counsel to parents and other legally responsible adults, as those terms are defined by relevant law, during a child welfare investigation. The Assigned Counsel Administrator shall develop rules and regulations for the assignment of counsel to persons unable to afford counsel in all other legally eligible matters.
- e. Manner of Assignment—The Administrator shall make assignment on a rotating basis from a list of all eligible participating attorneys. In assigning counsel, due regard shall be given to the following factors: (1) Potential conflict(s) of interest; (2) Geographic proximity; (3) Prior representation (continuity of counsel); (4) Attorney caseload; and (5) Applicable expertise and experience with the type of case involved.
- f. Second Chair, Resource Attorneys—Pursuant to the rules and regulations developed by the Assigned Counsel Program, the Administrator may require (or Panel Attorneys may request) that the Panel Attorney consult a Resource Attorney or 2nd Chair Attorney as appropriate.
- g. Amendments—The Assigned Counsel Program may, with a majority vote of the Board of Directors and the written approval of the New York State Office

of Indigent Legal Services, make such amendments to this assignment process as are necessary and proper.

Sec. 114—109. Responsibilities of Assigned Counsel Program

- a. The Assigned Counsel Program shall ensure that Panel Attorneys have access to non-attorney professional services such as investigative, expert witnesses, social workers, interpreters, mental health professionals, supervised visitation or any other professional service, as required, to provide quality representation;
- b. The work of assigned counsel shall be periodically evaluated based upon objective criteria developed and published by the Assigned Counsel Program;
- c. Each attorney new to the representation of a person unable to afford counsel may receive a mentor to assist the attorney to provide quality representation;
- d. All assigned counsel shall have access to appropriate substantive, procedural, and practical training programs through the Albany County Bar Association and other organizations that provide legal training as well as Resource Attorneys who are available for private consultation on case related matters;
- e. Ensure the creation of a “2nd Chair Program” for the criminal panel whereby attorneys are paired on more complex cases in order to obtain more litigation and more trial experience;
- f. Undertake effort to ensure provision of adequate facilities for client meetings, equipment, and legal research programs for Panel Attorneys;
- g. Develop appropriate resources for Panel Attorneys who may be handling complex litigation including matters requiring forensic expertise;
- h. Ensure that any attorney seeking appointment to the Panel through initial certification or recertification carries professional liability insurance.

Sec. 114—110. Rules and Regulations

The Administrator, with the support of the Board of Directors, shall establish rules and regulations for the administration of the Assigned Counsel Program, and update

them as necessary. A copy of such rules and regulations so established shall be filed with the Clerk of the Albany County Legislature and the Office of the Albany County Attorney.

Sec. 114—111. Severability

If any clause, sentence, paragraph, subdivision, section, or part of this ordinance or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this ordinance, or in its applications to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgement shall be rendered.

This Local Law shall take effect upon filing with the Secretary of State.

Referred to Law Committee – 10/15/24

Favorable Recommendation Law Committee – 12/2/24

Favorable Recommendation Law Committee – 7/30/25

LOCAL LAW NO. “C” FOR 2025

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK AMENDING CHAPTER 270 OF THE ALBANY COUNTY CODE REGARDING CREATING A REAL PROPERTY TAX EXEMPTION FOR CONSTRUCTION OF ACCESSORY DWELLING UNITS ON EXISTING RESIDENTIAL PARCELS

Introduced: 5/12/25

By Cunningham and Willingham:

A Local Law amending Chapter 270 of the Albany County Code to create a real property tax exemption for the increase in assessed value of a parcel which has a pre-existing residential building, and where one or more accessory dwelling units has been added.

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. New Article Added.

This Local Law hereby amends Chapter 270 by adding a new Article XX, titled “Real Property Exemption for Accessory Dwelling Unit(s)”

Section 2., Title.

This Local Law shall be known as the “Albany County Accessory Dwelling Unit Tax Exemption.”

Section 3. § 270-166, Legislative Purpose and Intent.

In April 2024, the New York State Legislature adopted a law, codified at Real Property Tax Law (RPTL) § 421-p, to allow local governments to adopt a partial exemption from taxes for the increase in assessed value of a parcel having a pre-existing one- or two-family residential building thereon, resulting from construction, reconstruction, alteration, and/or improvement on the parcel to create one or more accessory dwelling units.

The Albany County Legislature finds that it is in the best interests of the residents of Albany County to adopt this partial exemption for those interested in improving their properties with one or more accessory dwelling units. This exemption shall not apply to any accessory dwelling unit which is used for rentals of any period less than 29 days.

Section 4. § 270-167, Definitions.

Accessory Dwelling Unit – any attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons which is located on a lot with provisions for living, sleeping, eating, cooking, and sanitation on the same lot as the single-family or multi-family dwelling.

Section 5. § 270-168, Exemption for the Improvement of Certain Residential Property to Add One or More Accessory Dwelling Unit(s).

Exemption Granted. Pursuant to RPTL § 421-p, there shall be a partial exemption from Albany County real property taxation for the increase in assessed value of a parcel which has a pre-existing one- or two-family residential building thereon, as a result of construction, reconstruction, alteration, or improvement on the parcel to create one or more accessory dwelling units. Such exemption shall be provided in accordance with and subject to all eligibility criteria and limitations set forth in the foregoing state law, provided however that no exemption shall be granted when the accessory dwelling unit is rented for periods of 29 days or less.

Exemption Limit. Such exemption shall be limited to two hundred thousand dollars in increased market value of the property attributable to such reconstruction, alteration, improvement, or new construction and any increase in market value greater than such amount shall not be eligible for the exemption pursuant to this local law.

Section 6. 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 7. 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 8. Effective Date.

This local law shall take effect on January 1, 2026.

Referred to Law and Audit and Finance Committees – 5/12/25

Favorable Recommendation Audit and Finance Committee – 6/26/25

Favorable Recommendation Law Committee – 7/30/25

LOCAL LAW NO. “E” FOR 2025

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, IMPOSING AN ADDITIONAL ONE PERCENT RATE OF TAX ON SALES AND USES OF TANGIBLE PERSONAL PROPERTY AND OF CERTAIN SERVICES, AND ON OCCUPANCY OF HOTEL ROOMS AND AMUSEMENT CHARGES, PURSUANT TO ARTICLE 29 OF THE TAX LAW OF THE STATE OF NEW YORK

Introduced: 6/9/25

By Cunningham and Reidy:

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

SECTION 1. The first sentence of Section 2 of Local Law No. 3 for 1967, entitled “A Local Law of the County of Albany in relation to the imposition of a County Sales and Use Tax”, as amended, is amended to read as follows:

“SECTION 2. Imposition of sales tax. On and after March 1, 1970, there is hereby imposed and there shall be paid a tax of three percent upon, and for the period commencing September 1, 1992, and ending November 30, 2027, there is hereby imposed and there shall be paid an additional tax at the rate of one percent upon.”

SECTION 2. Section 2-B of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

“SECTION 2-B. Exemption of certain energy sources and related services from additional one percent rate of tax.

Notwithstanding any inconsistent provision of this Local Law, receipts from the sale of property and services described in Section 2-A of this Local Law and consideration given or contracted to be given for such property and services shall be exempt from the additional one percent rate of sales and compensating use taxes imposed by Sections 2 and 4, respectively, of this Local Law for the period commencing September 1, 1992, and ending November 30, 2027.”

SECTION 3. Subdivision (g) of Section 3 of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

“(g) With respect to the additional tax of one percent imposed for the period commencing September 1, 1992, and ending November 30, 2027, the provisions of subdivisions (a), (b), (c), (d) and (e) of this Section apply,

except that for the purposes of this subdivision, all references in said subdivisions (a), (b), (c) and (d) to an effective date shall be read as referring to September 1, 1992, all references in said subdivision (a) to the date four months prior to the effective date shall be read as referring to May 1, 1992, and the reference in subdivision (b) to the date immediately preceding the effective date shall be read as referring to August 31, 1992. Nothing herein shall be deemed to exempt from tax at the rate in effect prior to September 1, 1992, any transaction which may not be subject to the additional tax imposed effective on that date.”

SECTION 4. Section 4 of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

“SECTION 4. Imposition of compensating use tax.

(a) Except to the extent that property or services have already been or will be subject to the sales tax under this enactment, there is hereby imposed on every person a use tax for the use within this taxing jurisdiction on and after September 1, 1992, except as otherwise exempted under this enactment, (A) of any tangible personal property purchased at retail, (B) of any tangible personal property (other than computer software used by the author or other creator) manufactured, processed or assembled by the user, (i) if items of the same kind of tangible personal property are offered for sale by him in the regular course of business or (ii) if items are used as such or incorporated into a structure, building or real property, by a contractor, subcontractor or repairman in erecting structures or buildings, or building on, or otherwise adding to, altering, improving, maintaining, servicing or repairing real property, property or land, as the terms real property, property or land are defined in the real property tax law, if items of the same kind are not offered for sale as such by such contractors, subcontractor or repairman or other user in the regular course of business, (C) of any of the services described in paragraphs (1), (7) and (8) of subdivision (c) of Section Two, (D) of any tangible personal property, however acquired, where not acquired for purposes of resale, upon which any of the services described under paragraphs (2), (3) and (7) of subdivision (c) of Section Two have been performed, (E) of any telephone answering service described in subdivision (b) of Section Two and (F) of any computer software written or otherwise created by the user if the user offers software of a similar kind for sale as such or as a component part of other property in the regular course of business.

(b) For purposes of clause (A) of subdivision (a) of this Section, for the period commencing September 1, 1992, and ending November 30,

2027, the tax shall be at the rate of four percent, and on and after December 1, 2027, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for such property, or for the use of such property, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of Section One, but excluding any credit for tangible personal property accepted in part payment and intended for resale.

(c) For purposes of subclause (i) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2027, the tax shall be at the rate of four percent, and on and after December 1, 2027, the tax shall be at the rate of three percent, of the price at which items of the same kind of tangible personal property are offered for sale by the user, and the mere storage, keeping, retention or withdrawal from storage of tangible personal property by the person who manufactured, processed or assembled such property shall not be deemed a taxable use by him.

(d) For purposes of subclause (ii) of clause (B) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2027, the tax shall be at the rate of four percent, and on and after December 1, 2027, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property manufactured, processed or assembled into the tangible personal property the use of which is subject to tax, including any charges for shipping or delivery as described in paragraph three of subdivision (b) of Section One.

(e) Notwithstanding the foregoing provision of this section, for purposes of clause (B) of subdivision (a) of this section, there shall be no tax on any portion of such price which represents the value added by the user to tangible personal property which he fabricates and installs to the specifications of an addition or capital improvement to real property, property or land, as the terms real property, property or land are defined in the real property tax law, over and above the prevailing normal purchase price prior to such fabrication of such tangible personal property which a manufacturer, producer or assembler would charge an unrelated contractor who similarly fabricated and installed such tangible personal property to the specifications of an addition or capital improvement to such real property, property or land.

(f) For purposes of clauses (C), (D) and (E) of subdivision (a) of this section, for the period commencing September 1, 1992, and ending November 30, 2027, the tax shall be at the rate of four percent, and on

and after December 1, 2027, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the service, including the consideration for any tangible personal property transferred in conjunction with the performance of the service and also including any charges for shipping and delivery of the property so transferred and of the tangible personal property upon which the service was performed as such charges are described in paragraph three of subdivision (b) of Section One.

(g) For purposes of clause (F) of subdivision (a) of this Section, for the period commencing September 1, 1992, and ending November 30, 2027, the tax shall be at the rate of four percent, and on and after December 1, 2027, the tax shall be at the rate of three percent, of the consideration given or contracted to be given for the tangible personal property which constitutes the blank medium, such as disks or tapes, used in conjunction with the software, or for the use of such property, and the mere storage, keeping, retention or withdrawal from storage of computer software described in such clause (F) by its author or other creator shall not be deemed a taxable use by such person.”

SECTION 5. Paragraph (B) of subdivision (1) of Section 11 of such Local Law No. 3 for 1967, as amended, is amended to read as follows:

(B) With respect to the additional tax of one percent imposed for the period beginning September 1, 1992, and ending November 30, 2027, in respect to the use of property used by the purchaser in this County prior to September 1, 1992.”

SECTION 6. A new subdivision (s) of section 14 of such Local Law No. 3 for 1967, as amended, is added to read as follows:

“(s) Notwithstanding any inconsistent provision of law, the County shall allocate and distribute quarterly to the cities and the area in the County outside the cities the same proportion of net collections attributable to the additional one percent rate of taxes imposed by sections two and four of this Local Law for the period commencing December 1, 2025 and ending November 30, 2027, as the County allocates and distributes the net collections from the County’s three percent rate of such taxes, as of July 20, 2025, and such portion of net collections attributable to such additional one percent rate of such taxes shall be allocated and distributed to the towns and villages in the County in the same manner as the net collections attributable to the County’s three percent rate of such taxes are allocated and distributed to such towns and villages as of July 20, 2025. In the event that any city

in the County exercises its prior right to impose tax pursuant to Section 1224 of the New York Tax Law, then the County shall not allocate and distribute net collections in accordance with the previous sentence for any period of time during which any such city tax is in effect, and the County shall instead set aside net collections attributable to such additional one percent rate of such taxes for County purposes for any such period that any such city tax is in effect.

SECTION 7. This enactment shall take effect December 1, 2025.

Referred to Law and Audit and Finance Committees – 6/9/25

Favorable Recommendation Law Committee – 7/30/25

Favorable Recommendation Audit and Finance Committee – 7/31/25

LOCAL LAW NO. "F" FOR 2025

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK ENACTING A MORTGAGE RECORDING TAX PURSUANT TO SECTION 253-p OF THE TAX LAW OF THE STATE OF NEW YORK

Introduced: 6/9/25

By Cunningham and Reidy:

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

SECTION 1. Pursuant to the provision of Section 253-p of the Tax Law of the State of New York, there is hereby imposed in the County of Albany, New York a tax of twenty-five cents for each one hundred dollars and each remaining major fraction thereof of principal debt or obligation which is or under any contingency may be secured at the date of execution thereof, or at any time thereafter, by a mortgage on real property situated within Albany County and recorded on or after October 31, 2008 and a tax of twenty-five cents on such mortgage if the principal debt or obligation which is or by any contingency may be secured by such mortgage is less than one hundred dollars.

SECTION 2. The tax imposed by this local law shall be administered and collected in the same manner as the taxes imposed under subdivision one of section two hundred fifty three and paragraph (b) of subdivision one of section two hundred fifty-five of Article 11 of the Tax Law and shall be paid as provided in Section 253-p of the Tax Law and shall be in addition to the taxes imposed by Section 253 of the Tax Law.

SECTION 3. This local law shall expire December 1, 2027, provided further, however, that such expiration shall not preclude the adoption and enactment of additional local laws by the County of Albany pursuant to the provisions of Section 253-p of the Tax Law upon the expiration of this local law or any subsequent local law adopted and enacted pursuant to the provisions thereof.

SECTION 4. Notwithstanding any provision of Article 11 of the Tax Law to the contrary, the balance of all monies paid to the recording officer of the County of Albany during each month upon account of the tax imposed pursuant to this local law, after deduction of the necessary expenses of the recording officer's office as provided in Section 262 of the Tax Law, except taxes paid upon mortgages which under the provisions of this local law or Section 260 of the Tax Law are first to be apportioned by the New York State Commissioner of Taxation and Finance, shall be paid over by such officer on or before the tenth day of each succeeding month to the Albany County Director of Finance and, after the deduction by the Director of Finance

of the necessary expenses as provided in Section 262 of the Tax Law, shall be deposited in the General Fund of the County of Albany for expenditure on County purposes. Notwithstanding the provisions of the preceding sentence, the tax so imposed and paid upon mortgages covering real property situated in two or more counties, which under the provisions of this local law or Section 260 of the Tax Law are first to be apportioned by the Commissioner of Taxation and Finance, shall be paid over by the recording officer receiving the same as provided by the determination of the Commissioner.

SECTION 5. This local law shall take effect on December 1, 2025, provided that the Clerk of this Legislature shall mail a certified copy hereof by registered or certified mail to the Commissioner of the New York State Department of Taxation and Finance at least 30 days prior to such date. The Clerk of this Legislature shall also file certified copies hereof with the County Clerk of the County of Albany, the Secretary of State of the State of New York and the State Comptroller within five days after the enactment of this local law.

Referred to Law and Audit and Finance Committees – 6/9/25

Favorable Recommendation Law Committee – 7/30/25

Favorable Recommendation Audit and Finance Committee – 7/31/25