AGENDA BACK-UP

ALBANY COUNTY LEGISLATURE

MARCH 11, 2019

PART I
LOCAL LAW NO. “B” FOR 2019

A LOCAL LAW OF THE COUNTY OF ALBANY PROVIDING REAL PROPERTY TAX EXEMPTIONS FOR NON-RESIDENTIAL REAL PROPERTY CONVERTED TO MIXED-USE PROPERTY PURSUANT TO NEW YORK REAL PROPERTY TAX LAW SECTION 485-A

Introduced: 2/11/19
By Mr. A. Joyce:

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

Section 1. Legislative Intent and purpose.

A. By Section 485-a of the Real Property Tax Law, the New York State Legislature authorized towns, cities and villages to provide an exemption from certain taxes for developers and building owners to convert office space and properties, formerly housing warehouse, manufacturing and retail activities, to residential housing units and commercial mixed uses.

B. Section 485-a of the Real Property Tax Law further allows a county in which such towns, cities and villages are located may, by local law, exempt such properties from its taxation in the same manner and to the same extent as such towns, cities and villages have done.

C. The purpose of this local law is to exempt eligible properties from county property taxation and special ad valorem levies applied to conversions of Non-Residential Real Property to Mixed-Use Property in accordance with Section 485-a of the Real Property Tax Law.

Section 2. Definitions.

A. “Municipality” means any town, city or village.
B. “Applicant” means any person obligated to pay real property taxes on the property for which an exemption from real property taxes under this section is sought.
C. “Commercial construction work” means the modernization, rehabilitation, expansion or other improvement of the portion of mixed-use property to be used for commercial purposes.
D. “Commercial purpose or use” means the buying, selling or otherwise providing of goods or services, including hotel services, or other lawful business or commercial activities permitted in mixed-use property.
E. “Mixed-use property” means property on which will exist, after completion of residential construction work or a combination of residential construction work and commercial construction work, a building or structure used for both residential and commercial purposes.
F. “Person” means an individual, corporation, limited liability company, partnership, association, agency, trust, estate, foreign or domestic government or subdivision thereof, or other entity.

G. “Residential construction work” means the creation, modernization, rehabilitation, expansion or other improvement of dwelling units, other than dwelling units in a hotel, in the portion of mixed-use property to be used for residential purposes.

Section 3. Exemption granted.

Upon the adoption of a local law by any municipality within Albany County, non-residential real property, upon conversion to mixed-use property, shall be exempt from taxation and special ad valorem levies pursuant to section 485-a of the New York Real Property Tax Law.

For a period of twelve years from the approval of an application with the municipality, the increase in assessed value of such property attributable to such conversion shall be exempt as provided below. Such exemption shall be computed with respect to the “exemption base.” The exemption base shall be determined for each year in which there is an increase in assessed value so attributable from that of the previous year’s assessed value. Such exemption shall be computed in accordance with the following:

<table>
<thead>
<tr>
<th>Year of Exemption</th>
<th>Percentage of Exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 8</td>
<td>100% of exemption base</td>
</tr>
<tr>
<td>9</td>
<td>80% of exemption base</td>
</tr>
<tr>
<td>10</td>
<td>60% of exemption base</td>
</tr>
<tr>
<td>11</td>
<td>40% of exemption base</td>
</tr>
<tr>
<td>12</td>
<td>20% of exemption base</td>
</tr>
</tbody>
</table>

Section 4. Exclusions from exemption

No such exemption shall be granted unless:

(a) Such conversion was commenced subsequent to the date on which the municipality’s local law took effect; and
(b) The cost of such conversion exceeds the sum of ten thousand dollars ($10,000); and
(c) For the purposes of this section the term “conversion” shall not include ordinary maintenance and repairs; and
(d) No such exemption shall be granted concurrent with or subsequent to any other real property tax exemption granted to the same improvements to real property, except, where during the period of such previous exemption, payments in lieu of taxes or other payments were made to the local government in an amount that would have been equal to or greater than the amount of real
property taxes that would have been paid on such improvements had such property been granted an exemption pursuant to this section. In such case, an exemption shall be granted for a number of years equal to the twelve year exemption granted pursuant to this section less the number of years the property would have been previously exempt from real property taxes.

Section 5. Application

(a) Such exemption shall be granted only upon application by the owner of such real property on a form prescribed by the Commissioner of the New York State Department of Taxation & Finance. Such application shall be filed with the assessor of the municipality having the power to assess property for taxation on or before the appropriate taxable status date of such municipality.

(b) The twelve year period of exemption shall be calculated from the date the application was approved by the assessor of any municipality in Albany County, whether or not that date precedes the effective date of this local law, but in no event may this language be construed to allow for retroactive application of this exemption.

Section 6. Effective Date

This local law shall take effect immediately upon filing in the Office of the Secretary of State and shall apply to assessment rolls for which an application has been filed with the appropriate assessor prior to the taxable status date of such municipality.

Referred to Law Committee - 2/11/19
RESOLUTION NO. 305-a

ESTABLISHING A COMMISSION TO DEVELOP A FIRST RESPONDER APPRECIATION PROGRAM IN ALBANY COUNTY

Introduced: 7/12/10
By Mr. Scavo, Law and Audit and Finance Committees, Ms. Connolly, Messrs. Domalewicz and Ethier:

WHEREAS, First responder is a term used to describe all emergency service personnel such as police officers and firefighters who are expected to respond to emergencies and large scale disasters, and

WHEREAS, This Honorable Body believes that Albany County owes a debt of gratitude to the heroic first responders of Albany County and that our appreciation should be shown in every way possible to thank these men and women who risk their lives to protect ours, and

WHEREAS, To honor the first responders in Albany County, this Honorable Body desires to establish a commission to develop an appreciation program whereby Albany County first responders may possibly receive discounts such as an agreed upon percentage off purchased goods and services at participating establishments and/or establishing a first responder eligibility or preference for educational or home buying grants, and

WHEREAS, The development of an appreciation program will require the help of individuals such as attorneys, grant writers, local municipal leaders, local police and fire chiefs and police and fire union representatives who have an understanding of the needs of the first responders and local businessmen who have expertise in business and understand the benefits that such a program would bring not only to the Albany County first responders, but to the businesses that would voluntarily participate, now, therefore be it

RESOLVED, By the Albany County Legislature that a twelve (12) member commission is hereby established, membership to include attorneys, grant writers, local municipal leaders, local police and fire chiefs and police and fire union representatives and local businessmen appointed by the Legislature, to develop an appreciation program that will entitle Albany County first responders to discounts at participating establishments and/or any other benefit the commission determines to be beneficial and legally permissible, and, be it further

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

Referred to Law Committee. 7/12/10
Referred to Audit and Finance Committee. 10/12/10

Those opposed: Ms. McKnight – 1.


Resolution was adopted. 11/3/10
February 12, 2019

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

Re: TU Egress Reimbursement

Dear Chairman Joyce:

The County of Albany was awarded $162,000 through the 2016 Consolidated Funding Application. Resolution 327 for 2017 authorized the Department of General Services to accept the grant funding and the project has since been completed. In order to receive reimbursement and close out the grant the County must pay Empire State Development (ESD) a commitment fee of one percent of the capital grant ($1,620) and reimburse ESD for all of their out-of-pocket expenses associated with the project ($648.50). We request that the abovementioned Resolution be amended to include language allowing DGS to submit this payment to ESD in order to receive reimbursement.

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

Sincerely,

David M. Latina
Commissioner
Department of General Services

DML:pl
Enclosures

cc: Honorable Dennis Feeney, Majority Leader
    Honorable Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Esq., Majority Counsel
    Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to Amend Resolution 327 of 2017 to Include the Authorization of a Commitment Fee and Reimbursement to Empire State Development

Date: 2/12/2019
Submitted By: Thomas Stover
Department: General Services
Title: Click or tap here to enter text.
Phone: 518-447-7210
Department Rep. David Latina
Attending Meeting: Click or tap here to enter text.

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address): Click or tap here to enter text.

Additional Parties (Names(addresses)): Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: 
Revenue Amount: 
Appropriation Account and Line: A1610 - 4046
Appropriation Amount: $2,268.50
Source of Funding - (Percentages)
Federal: 
State: 
County: 100% 
Local: 
Term
Term: (Start and end date) 
Length of Contract: 
Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: 
Previous requests for Identical or Similar Action:
Resolution/Law Number: Res No. 327 of 2017
Date of Adoption: 8/14/2017

Justification: (state briefly why legislative action is requested)
The County of Albany was awarded $162,000 through the 2016 Consolidated Funding Application. Resolution 327 for 2017 authorized the Department of General Services to accept the grant funding and the project has since been completed. In order to receive reimbursement and close out the grant the County must pay Empire State Development (ESD) a commitment fee of one percent of the capital grant ($1,620) and reimburse ESD for all of their out-of-pocket expenses associated with the project ($648.50). We request that the abovementioned Resolution be amended to include language allowing DGS to submit this payment to ESD in order to receive reimbursement.
RESOLUTION NO. 327

AUTHORIZING THE DEPARTMENT OF GENERAL SERVICES TO ACCEPT A GRANT FROM EMPIRE STATE DEVELOPMENT FOR THE TIMES UNION CENTER PARKING GARAGE INGRESS/EGRESS PROJECT

Introduced: 8/14/17
By Audit and Finance Committee:

WHEREAS, The Department for General Services has been notified that grant funds are available from Empire State Development regarding the Times Union Center Ingress/Egress Project, and

WHEREAS, The Commissioner of the Department of General Services has requested authorization to accept grant funding in order to address ongoing traffic issues at the Times Union Center in an amount not to exceed $200,000 for the period January 1, 2016 to December 31, 2018, 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 the Times Union Center Ingress/Egress Project in an amount not to exceed $200,000 for the period January 1, 2016 to December 31, 2018, 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.
CAPITAL GRANT

This GRANT DISBURSEMENT AGREEMENT ("Agreement") includes all exhibits and attachments hereto and is made on the terms and by the parties listed below and relates to the Project described below:

NEW YORK STATE
URBAN DEVELOPMENT CORPORATION d/b/a
EMPIRE STATE DEVELOPMENT ("ESD" or "GRANTOR"): Hedley Park Place, 433 River Street, Suite 1003
Troy, New York 12180
Contact: Chelsey Watroba
Phone: 518-270-1130
E-mail: chelsey.watroba@esd.ny.gov

THE GRANTEE:
The County of Albany
112 State Street, Room 825
Albany, NY 12207
Contact: David Latina, Commissioner
Albany County Department of General Services
Phone: 518-447-7210
E-mail: David.latina@albanycounty.com
Federal Taxpayer ID#: 14-6002563

PROJECT NAME: Times Union Garage Egress Capital
PROJECT LOCATION: Market Street, Albany
100 Beaver Street, Albany
PROJECT NUMBER: AB729
GRANT AMOUNT: $162,000
FUNDING SOURCE: Regional Council Capital Fund - RC6

ESD APPROVAL DATE: January 17, 2019
PACB APPROVAL DATE: PACB approval to be obtained prior to the execution of the Grant Disbursement Agreement
EXPIRATION DATE: December 31, 2020
February 7, 2019

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

Dear Chairman Joyce:

The Albany County Department of Public Works is requesting the Legislature's approval to enter into an agreement with the Village of Voorheesville, requiring the Village to maintain a train viewing station, to be constructed by a 3rd party. The train viewing station will be located on South Main Street, Voorheesville, NY 12186.

If you have any questions or require additional information, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauritello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgene, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
MOU with Voorheesville for Maintenance of Train Viewing Station

Date: February 7, 2019
Submitted By: Lisa Ramundo
Department: Department of Public Works
Title: MOU with Voorheesville for Maintenance of Train Viewing Station
Phone: 518-655-7902
Department Rep.: 
Attending Meeting: Lisa Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
   Choose an item.
   Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) MOU intergovernmental contract

Contract Terms/Conditions:

Party (Name/address):
   Village of Voorheesville
   29 Voorheesville Avenue
   Voorheesville, NY 12186

Additional Parties (Names/addresses):
   Click or tap here to enter text.

Amount/Raise Schedule/Fee:
   Click or tap here to enter text.
Scope of Services:
   Enter into an MOU with the Village of Voorheesville for maintenance of
   Train Viewing Station at South Main Street, Voorheesville, NY 12186

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
   Yes ☐ No ☒
If Mandated Cite Authority:
   Click or tap here to enter text.
Is there a Fiscal Impact:
   Yes ☐ No ☒
File #: TMP-0833, Version: 1

Anticipated in Current Budget: Yes ☐ No ☒

County Budget Accounts:
Revenue Account and Line:
Revenue Amount: Click or tap here to enter text.

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

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

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

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The County of Albany is entering into an agreement with the Village of Voorheesville requiring the Village to maintain a Train Viewing Station that is to be constructed by a 3rd party, on County Property located at South Main Street, Voorheesville, NY 12186.
February 5, 2019

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

Dear Chairman Joyce:

The Department of Public Works (DPW) is requesting the Legislature’s authorization to adopt the County Department of Economic Development, Conservation and Planning’s, State Environmental Quality Review (SEQR) determination for the Albany County Rail Trail Bridge over SR 85 (New Scotland Road) Bridge Replacement project. The findings made on February 8, 2019, show that this project should be listed as SEQR Type 1. Therefore, DPW is requesting authorization for the County to seek lead agency for this project. This project is part of DPW’s 2018-2022 Capital Plan. The County has completed part 1 of the Environmental Assessment form.

I have attached Laura DeGaetano’s determination and I am available for any questions at 765-2055.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request authorization for the Albany County DPW to seek SEQR lead agency designation

Date: February 8, 2019
Submitted By: Lisa Ramundo
Department: DPW
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa Ramundo
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
File #: TMP-0635, Version: 1

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address): Click or tap here to enter text.

Additional Parties (Names/addresses): Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:
File #: TMP-0635, Version: 1

Revenue Account and Line: 
Revenue Amount: 
Appropriation Account and Line: 
Appropriation Amount: 

Source of Funding - (Percentages)
Federal: 
State: 
County: 
Local: 

Term
Term: (Start and end date) 
Length of Contract: 

Impact on Pending Litigation
Yes ☐ No ☐
If yes, explain: 

Previous requests for Identical or Similar Action:
Resolution/Law Number: 
Date of Adoption: 

Justification: (state briefly why legislative action is requested)
The Department of Public Works (DPW) is requesting the Legislature’s authorization to adopt the County Department of Economic Development, Conservation and Planning’s, State Environmental Quality Review (SEQR) determination for the Albany County Rail Trail Bridge over SR 85 (New Scotland Road) Bridge Replacement project. The findings made on February 8, 2019, show that this project should be listed as SEQR Type 1. Therefore, DPW is requesting authorization for the County to seek lead agency for this project. The County has completed part 1 of the Environmental Assessment form.
MEMORANDUM

TO: Lisa Ramundo, Commissioner DPW
CC:
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: February 8, 2019
RE: SEQR Compliance
SUBJECT: Design and Construction for replacement or rehab of Albany County Rail Trail bridge over New Scotland Rd. (NYS Route 85)

The existing structure carrying the Albany County Rail Trail is an old railroad bridge (BIN 7032650), constructed in 1912. The bridge has experienced numerous impacts, causing damage and providing an insufficient vertical clearance over New Scotland Road (NYS Route 85). Additionally, the column supports are in an advanced state of deterioration.

This project includes the design and construction of a potential replacement or rehabilitation of the pedestrian bridge carrying the Albany County Rail Trail over New Scotland Road (NYS Route 85) in the Town of Bethlehem in Albany County. Should a bridge replacement be proposed, the proposed bridge replacement project would include designing a demolition plan for removal of the existing structure, designing a replacement pedestrian structure, and resurfacing or replacing the existing wingwalls.

As described above, replacement of the bridge has been determined to be a Type I Action under SEQRA §17.4 (b)(9). Accordingly, Part I of the Full Environmental Assessment Form has been completed (see attached.) The county must take steps to establish lead agency status, coordinate a review with involved agencies, prepare a determination of significance, and comply with all necessary notifications consistent with review as a Type I action.

Should you have any questions or require additional information, please feel free to call me at your convenience.
February 5, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s approval of Supplemental Agreements with MJ Engineering and Land Surveying, P.C. regarding additional design and construction inspection services for the Albany County Rail Trail Bridge over New Scotland Road (SR85).

The Legislature authorized the original agreement with MJ Engineering in the amount of $95,500.00 for design and construction inspection services as per Resolution No. 455 of 2018, dated 10/9/2018 (attached).

The additional Supplemental #1 funding is required to pay for design and construction inspection services for emergency repairs to the existing structure required to strengthen it until it is either rehabilitated or replaced. Supplemental #1 adds $24,000.00 to the Original Agreement of $95,500.00.

The additional Supplemental #2 funding is required to progress the SEQRA Type I process. The project was originally scoped as a SEQRA Type II. Supplemental #2 adds $9,000.00 to the Original Agreement. This combined with Supplemental #1 gives a new contract total of $128,500.00.

This project is 100% County funded. If you have any questions or require additional information, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Amendment for Supplemental Agreements with MJ Engineering

Date: February 5, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
MJ Engineering and Land Surveying, P.C.
1533 Crescent Rd.
Clifton Park, NY 12065

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $33,000.00
Scope of Services:
Additional Design and Construction Inspection Services along with SEQRA Type I Process

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority:
Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: HHT45197.220008
Appropriation Amount: $33,000.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 4/1/2019-4/1/2020
Length of Contract: One Year

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature’s approval of Supplemental Agreements with MJ Engineering and Land Surveying, P.C. regarding additional design and construction inspection services for the Albany County Rail Trail Bridge over New Scotland Road (SR85).

The Legislature authorized the original agreement with MJ Engineering in the amount of $95,500.00 for design and construction inspection services as per Resolution No. 455 of 2018, dated 10/9/2018 (attached).

The additional Supplemental #1 funding is required to pay for design and construction inspection services for emergency repairs to the existing structure required to strengthen it until it is either rehabilitated or replaced. Supplemental #1 adds $24,000.00 to the Original Agreement of $95,500.00.

The additional Supplemental #2 funding is required to progress the SEQRA Type I process. The project was originally scoped as a SEQRA Type II. Supplemental #2 adds $9,000.00 to the Original Agreement. This combined with Supplemental #1 gives a new contract total of $128,500.00.

The project is 100% County funded. If you have any questions or require additional information, please contact my office.
RESOLUTION NO. 455

AUTHORIZING AN AGREEMENT WITH MJ ENGINEERING AND LAND SURVEYING REGARDING DESIGN AND CONSTRUCTION INSPECTION SERVICES FOR THE ALBANY COUNTY RAIL TRAIL OVER NEW SCOTLAND ROAD (NYS 85) BRIDGE REPLACEMENT PROJECT

Introduced: 10/9/18
By Public Works Committee:

WHEREAS, The Commissioner of the Department of Public Works has requested authorization to enter into an agreement with MJ Engineering and Land Surveying regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, and

WHEREAS, The Department of Public Works, through the County Purchasing Agent, issued a request for bids and nine (9) bids were received pertaining to the project, and

WHEREAS, The County Purchasing Agent and the Department of Public Works Engineering reviewed said bids and recommended awarding the contract to MJ Engineering and Land Surveying 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 MJ Engineering and Land Surveying, Clifton Park, NY 12067 in an amount not to exceed $95,500 regarding design and construction inspection services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project, 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 - 10/9/18
December 11, 2018

Ms. Lisa M. Ramundo
Commissioner
Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

RE: Design and Construction Inspection for the Albany County Rail Trail over New Scotland Road (NY Route 85) Bridge Replacement Project
Albany County Resolution No. 455 for 2018
Supplemental Agreement No. 1 - Emergency Bridge Repairs

Ms. Ramundo,

M. J. Engineering and Land Surveying, P.C. (MJ) is submitting this Supplemental Agreement per your request at our November 30, 2018 meeting at the Albany County office.

BACKGROUND

MJ performed a design inspection of the existing structure and found the bridge to be vulnerable to potential failure based on potential impact forces based on the current condition of critical bridge members. As noted in the letter to your office dated November 26, 2018, the structural configuration of the bridge is a non-redundant, 2-girder, thru girder system. MJ met with representatives from Albany County, the NYSDOT and the Town of Bethlehem on November 30, 2018 to discuss the letter and critical nature and condition of the existing bridge.

As a result of the November 30, 2018 meeting, MJ was directed to perform field data collection to obtain enough information on the existing structure members in order to provide design retrofit sketches to reduce the immediate vulnerability related to the potential impact forces. The repairs will be performed by an emergency contract / contractor facilitated by Albany County.

The associated Scope of Services for the requested work is included below.

SCOPE OF WORK

Task 1 – Meetings / Field Data Collection and Coordination

1. Attend meetings with the County, NYSDOT and Town of Bethlehem to discuss the 11/26/18 letter and document path forward. Prepare and coordinate meeting minutes.
2. Perform a site visit to document existing conditions, take measurements and discuss emergency repair options, details and preferences with the County.
3. Prepare a letter to the County identifying the repair details and how the repairs address the items noted in the 11/26/18 letter to the County.
Task 2 – Design Sketch Detail and Plan Preparation

1. Prepare design plans and details required to implement the emergency repairs required to retrofit the existing bridge elements.

2. Coordinate with the County for assistance with their emergency contract and provide assistance/answer questions from the emergency bid contractor.

Task 3 – Highway Work Permit

1. Prepare portions of the NYSDOT Highway Work Permit PERM 33 to obtain access for the work on the NY Route 85. The County shall submit the permit and prepare their portion of the permit information as required.

2. Coordinate with the NYSDOT Residency for any requirements and/or restrictions that they may require.

3. It is assumed that pedestrian access along NY Route 85 will be temporarily closed during the construction of the emergency repairs. The closure signage and intent will be shown on the detour plan.

Task 4 – Construction Inspection of Emergency Repairs

1. Provide Construction Inspection services during construction to document emergency repairs made for the County’s records.

2. Hourly rate for Construction Inspection Services is $87.00 per hour to be billed to the County upon completion of the emergency repair work and close out of the inspection process.

3. Provide as-built documentation to the County. MJ will mark-up the design details and plans (if changes from the design occurred) to document the as-built condition.

ASSUMPTIONS AND TASKS NOT INCLUDED IN THIS PROPOSAL

This Agreement has been prepared assuming the following:

A. MJ will be granted access to the site.

B. Albany County will advertise and award an emergency contract to facilitate the emergency repairs. The County and the selected contractor will provide assistance and information needed to obtain the NYSDOT Perm 33 Highway Permit. All required permit fees will be paid by others.

C. Geotechnical engineering and/or sampling, testing will not be required based on the intended type of emergency repairs proposed.

D. Design parameters are based on the following:
a. For C1 at Pier 1, that the new column will be required to carry the existing load the damaged column was designed to carry.

b. For C6 at Pier 2, the proposed steel plate will be sized and bolted to ensure proper load transfer as well as properly being stitched and sealed.


d. AASHTO LRFD Bridge Design Specifications, 8th Edition and AISC Steel Construction Manual, 14th Edition will be utilized in designing the new elements to be installed.

**SCHEDULE**

MJ has coordinated the field visit and met the County on-site on 12/3/18. Design Sketches, details and plans are expected to be delivered on 12/11/18 to the County for review. Emergency Construction contract schedule to be facilitated by Albany County.

The Highway work permit will be prepared concurrently with Task 2. MJ will coordinate with the NYSDOT Residency for requirements and schedule for their approval.

**FEE**

MJ proposes to complete the above-listed work and services, including the Scope of Work, for the following lump sum fee. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.

<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Meetings / Field Data Collection and Coordination</td>
<td>$3,800.00</td>
</tr>
<tr>
<td>2</td>
<td>Design Sketch Detail and Plan Preparation</td>
<td>$14,800.00</td>
</tr>
<tr>
<td>3</td>
<td>Highway Work Permit</td>
<td>$5,400.00</td>
</tr>
<tr>
<td>4</td>
<td>Construction Inspection *</td>
<td>$87.00 per hour *</td>
</tr>
</tbody>
</table>

**Total Lump Sum Cost:** $24,000.00

* Construction Inspection costs are not included in the Total Lump Sum Cost. Total hours to be billed to the County upon completion of the emergency repair work and close out of the inspection process.
Task 2 – Preparation of Full Environmental Assessment Form (FEAF) & Determination of Significance

It is assumed that the SEQRA process will be satisfied through the completion of a Full Environmental Assessment Form (FEAF) with supplemental studies as needed. The subsequent tasks correlate to this assumption to support the compliance with SEQRA.

MJ will complete Parts 1, 2 and 3 of the FEAF for the project. Part 1 (project information) will be completed and be dependent on information available through NYSDEC’s Environmental Mapper, other databases as well as through studies, research or investigation previously completed and made available for use.

MJ will complete Part 2, which examines the proposed project and determines the magnitude of impacts. Under the assumption that the Part 2 analysis supports a Negative Declaration, MJ will complete Part 3, which outlines the Lead Agency’s findings and facts supporting this decision.

ASSUMPTIONS

This Agreement has been prepared assuming the following:

- Albany County will be the SEQRA Lead Agency and coordinated review of this Type 1 Action will occur.
- No public hearings or meetings will be required beyond the two (2) previously scoped public Information meetings.

TASKS NOT INCLUDED IN THIS PROPOSAL

The following efforts are excluded from this scope of services:

- Additional Public and/or on-site meetings
- Wetland permitting;
- Phase 1 or 2 Cultural Resources Survey;
- Habitat Assessments, and;
- Preparation of an Environmental Impact Statement.

SCHEDULE

MJ will provide a draft of FEAF Parts 1 through 3 as part of the Design Manual submission.

FEE

MJ proposes to complete the above-listed work and services, including the Scope of Work, for the following lump sum fee. The fee, though it is not required by the SEQR process, also includes an additional meeting with the town Historian. Additional work, if requested that is not specified in or arising out of this proposal will be completed under a separate agreement.
<table>
<thead>
<tr>
<th>Task</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Lead Agency Coordination</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Full EAF Preparation / Determination of Significance</td>
<td>$7,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>Total Lump Sum Cost:</strong></td>
<td><strong>$9,000.00</strong></td>
</tr>
</tbody>
</table>

These estimated fees assume there are no significant changes resulting from decisions, conditions and/or events beyond MJ's control.

If you have any questions regarding this proposal, please contact me at (518) 371-0799.

Sincerely,

Michael D. Panichelli, P.E.
President
AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described in this supplemental proposal.

Printed Name ____________________________

Title ____________________________

Signature ____________________________

Date ____________________________
These estimated fees assume there are no significant changes resulting from decisions, conditions and/or events beyond MJ’s control.

If you have any questions regarding this proposal, please contact me at (518) 371-0799.

Sincerely,

Michael D. Panichelli, P.E.
President

Enclosures: Authorization to Proceed

AUTHORIZATION TO PROCEED

I hereby authorize M.J. Engineering and Land Surveying, P.C. to proceed with the scope of services as described in this supplemental proposal.

Lisa M. Ramundo
Printed Name

COMMISSIONER
Title

Signature

12-12-18
Date
January 11, 2019

Ms. Lisa M. Ramundo
Commissioner
Albany County Department of Public Works
449 New Salem Road
Voorheesville, NY 12186

RE: Design and Construction Inspection for the Albany County Rail Trail over
New Scotland Road (NY Route 85) Bridge Replacement Project
Albany County Resolution No. 455 for 2018
Supplemental Agreement No. 2 – SEQRA Type I

Ms. Ramundo,

M. J. Engineering and Land Surveying, P.C. (MJ) is submitting this Supplemental Agreement per your request per your phone conversation on January 3, 2019 with MJ.

BACKGROUND

Based upon our involvement in the project to date, MJ has the following project understanding:

- The project was originally scoped as a SEQRA Type II.
- Albany County has determined that the project shall be progressed as a Type 1 action under SEQRA requiring coordinated review.
- Albany County has requested that MJ provide additional SEQRA support for the project to satisfy the SEQRA Type I determination.

The associated Scope of Services for the requested work is included below.

SCOPE OF WORK

Task 1 – Lead Agency Coordination

Based upon the project program, the project appears to be Type 1 action pursuant to Section 617 of Environmental Conservation Law (ECL). A Type 1 action requires coordinated review with potential involved agencies. MJ will work with Albany County to develop a list of potential involved agencies.

MJ will prepare a coordination letter which will include the Full Environmental Assessment Form (FEAF) Part 1 for distribution to involved agencies. MJ will be responsible for distribution of these materials to identified involved agencies.

Establishment of Lead Agency must occur with 30 days of the date the EAF is transmitted to involved agencies.
February 4, 2019

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

Dear Chairman Joyce:

We request the Legislature’s approval to accept conveyance of right-of-way acquired by NYSDOT for the following Federal-Aid Project: PIN 1753.09 CR155 (Everett Rd.) from CR151 (Albany Shaker Rd. to Exchange St.) located in the Town of Colonie. The various parcels are to be transferred from NYSDOT to Albany County.

The NYSDOT administered this Federal-Aid Project for Albany County, so they were responsible for negotiating and closing on all of the property acquisition. Now that the project is complete, the right-of-way property must be transferred to Albany County.

We have attached a written summary of the right-of-way acquisitions for the project, the request form and a sample resolution. If any further information is required or if you have any questions regarding this request, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Approval to Accept Conveyance of Right-Of-Way Property from NYSDOT

Date: February 5, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
  - Choose an item.
  - Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Property Conveyance

Contract Terms/Conditions:

Party (Name/address):
New York State Dept. of Transportation
Region 1
50 Wolf Rd.
Albany, NY 12232

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee:
0
Scope of Services:
Property Conveyance

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes □ No ☒
If Mandated Cite Authority:
Click or tap here to enter text.
Is there a Fiscal Impact:
Yes □ No ☒
Anticipated in Current Budget: Yes □ No □

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: Click or tap here to enter text.
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

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

Impact on Pending Litigation
Yes □ No □
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
We request the Legislature’s approval to accept conveyance of right-of-way acquired by NYSDOT for the following Federal-Aid Project: PIN 1753.09 CR155 (Everett Rd.) from CR151 (Albany Shaker Rd. to Exchange St.) located in the Town of Colonie. The various parcels are to be transferred from NYSDOT to Albany County.

The NYSDOT administered this Federal-Aid Project for Albany County, so they were responsible for negotiating and closing on all the property acquisition. Now that the project is complete, the right-of-way property must be transferred to Albany County.

We have attached a written summary of the right-of-way acquisitions for the project, the request form and a sample resolution. If any further information is required or if you have any questions regarding this request, please feel free to contact my office.
February 6, 2019

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

Dear Chairman Joyce:

The Department of Public Works is requesting the Legislature’s permission to apply for a $5,000 mini-grant through the Capital District Transportation Committee (CDTC), to purchase reflective wristbands for pedestrians for the purpose of improving pedestrian safety throughout the County. The grant requires a 25% match of labor or materials.

We have attached the notification letter. If you have any questions or require additional information, please contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Approval to apply for a Capital Coexist Mini-grant through CDTC and enter into an MOU for grant application purposes

Date: February 6, 2019
Submitted By: Lisa Ramundo
Department: Department of Public Works
Title: Commissioner
Phone: 518-655-7902
Department Rep.
Attending Meeting: Lisa Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

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

New
Submission Date Deadline: Rolling
☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) Memorandum of Understanding with CDTC

Contract Terms/Conditions:

Party (Name/address):
Capital District Transportation Committee
1 Park Pl #100, Albany, NY 12205

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee:
$5,000
Scope of Services:
Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☒
If Mandated Cite Authority:
Click or tap here to enter text.

Is there a Fiscal Impact:
Yes ☐ No ☒
Anticipated in Current Budget:
Yes ☐ No ☒
County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

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

Source of Funding - (Percentages)
Federal: Grant is Federally funded
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) April 1, 2019 through December 31, 2019
Length of Contract: 8 months

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Department of Public Works is requesting the Legislature’s permission to apply for a $5,000 mini-grant through the Capital District Transportation Committee (CDTC), to purchase reflective wristbands for pedestrians for the purpose of improving pedestrian safety throughout the County. The grant requires a 25% match of labor or materials. An MOU with CDTC is required in order to be awarded grant funding.
REQUEST FOR APPLICATIONS

CAPITAL COEXIST TRAFFIC SAFETY AMBASSADOR PROGRAM

ISSUED BY

CAPITAL DISTRICT TRANSPORTATION COMMITTEE

ALBANY, NY

November 2018

Introduction

The Capital District Transportation Committee (CDTC) is the designated Metropolitan Planning Organization (MPO) carrying out federal requirements for cooperative transportation planning and programming within the metropolitan area surrounding the Albany-Schenectady and Saratoga Springs urbanized area. CDTC launched Capital Coexist, a bicycle and pedestrian safety campaign, in 2010 in response to overwhelming public feedback that traffic safety education is needed for all road users – bicyclists, motorists, and pedestrians – in the Capital Region.

The CDTC maintains a long range regional transportation plan called New Visions 2040. One of the goals of New Visions is to reduce the number of vehicle crashes involving bicyclists and pedestrians. Bicycling and walking are viable alternative modes of transportation and mobility that are vital to the region’s public health, transportation, and the economy. To continue to increase the number of people walking and bicycling, it must be safe both in perception and reality. Bicycle and pedestrian safety are accomplished through what is commonly referred to as the 4 E’s: encouragement, engineering, enforcement and education, and Capital Coexist initiatives have aimed to focus on improving bicycle and pedestrian safety through these.

In addition, the Federal Highway Administration has identified New York State as a focus state for pedestrian safety, due to a high number of pedestrian crashes. This designation has brought additional attention and resources to the state to reduce pedestrian crashes. Beginning in 2015, New York State has been actively engaged in the See! Be Seen! pedestrian safety education campaign. This campaign was a recommended action in the 2016 New York State Pedestrian Safety Action Plan (PSAP) and has included the development of a website, videos, print media, and other educational tools for use in pedestrian safety educational efforts.

Some CDTC initiatives that promote safe walking and bicycling include the annual Bike to Work Day event, support for both Walk and Bike to School Days, distributing trail maps and various educational
resources at community events throughout the region, enforcement training for local police departments, developing walking and bicycling guides, providing traffic skills training, and much more.

Programs such as these support the state and CDTC in meeting a target for a new federally required safety performance measure that reduces the number of non-motorized fatalities and non-motorized serious injuries. States and MPOs like CDTC are required to set a target for this performance measure, which is specific to bicyclist and pedestrian safety, and to develop projects and programs to support meeting those targets. CDTC is announcing its Traffic Safety Ambassador Program to not only support meeting its non-motorized safety performance target but to also continue to promote bicycling and walking while improving safety for all road users in the Capital Region.

The Traffic Safety Ambassador Program will make $25,000 in Federal funding available for capacity building projects designed to assist public, private, and non-profit organizations in the Capital District in providing bicycle and pedestrian safety education and training.

This program works to achieve the following New Visions 2040 and Pedestrian Safety Action Plan goals:

1. Improve bicycle and pedestrian safety by reducing the number of vehicle crashes involving bicyclists and pedestrians, and
2. Increase the number of bicycle and pedestrian trips (especially commuting trips) in the Capital Region

Applications must be submitted by 5:00 PM EST on January 31, 2019.

Eligibility

The Traffic Safety Ambassador Program is open to local government agencies, certified first responders, 501(c)3 non-profit corporations, and private for-profit organizations. Proposed projects and/or events shall be focused on the Capital District and be located in the CDTC area that includes Albany, Rensselaer, Saratoga, and Schenectady Counties (with the exception of the Town of Moreau). Lobbying activities are prohibited. Repeating projects is encouraged, but such projects may not be prioritized for repeated funding.

Ineligible project expenses include costs for permanent infrastructure, including but not limited to, Fix-it stands, bike racks, and signage. CDTC will also not reimburse for food costs. These expenses may be considered for use as match.

Examples of eligible projects, programs & events

Previously funded Capital Coexist Traffic Safety Ambassador Program projects can be found on the CDTC website. CDTC has also developed a companion guide to this solicitation to provide ideas and resources.
to guide the project/program development process. These should serve only as inspiration and examples of what has been funded in previous rounds. CDTC will prioritize creativity and innovation.

1. Walking School Bus

A walking school bus is a group of children walking to school with one or more adults. An eligible walking school bus project should be structured as a route with meeting points, a timetable, and a regularly rotates schedule of trained volunteers. The project should include education and instruction on safe walking and crossing roadways. A variation on the walking school bus could include a bicycle train which includes trained volunteers that supervise children riding their bikes to school.

2. Safe Routes to School

A Safe Routes to School (SRTS) project should teach pedestrians, bicyclists, and drivers about traffic safety while creating awareness of the benefits of walking to school. SRTS projects could be related to engineering, or the physical environment adjacent to a school, enforcement of traffic laws, encouragement, and/or education. The appropriate audience for SRTS education can include children, parents, drivers, and neighbors. All proposed SRTS projects must have agreement from a school or district to participate in the project.

3. Slow Down Campaign

CDTC recognizes that much of the threat to pedestrians comes from drivers’ speed. The faster the vehicle speed, the more likely it will be involved in a crash and the more likely injuries to a pedestrian will be serious, if not fatal. A proposed Slow Down Campaign would focus on driver behavior and encouraging drivers to be more aware of pedestrians and drive more cautiously. This could include enforcement activities, development of educational materials, a social media campaign, etc.

4. Bike Ride

Group bike rides, sometimes referred to as “critical mass rides,” have the purpose of educating participants about safe cycling, promoting existing bicycle infrastructure, and/or encouraging target populations to bike more. These can also include bike ride events like New York’s Five Boro Bike Tour or Montreal’s Tour la Nuit. All proposed rides funded through the Traffic Safety Ambassador Program must:

- Be insured to conduct group rides or events and name CDTC as additional insured,
- Require participants to wear helmets,
- Be coordinated with local police departments, and
- Secure any necessary permits from the Town/City
5. Helmet Reward Program

A helmet reward program would provide a reward to children who are seen wearing their helmet and obeying applicable traffic laws while bicycling. An example of this is the ongoing Stewart’s partnership with local police departments. Police officers who see children wearing helmets while bicycling can reward the child with a free ice cream cone coupon for Stewarts Shops.

6. Bicycle Skills Training

The League of American Bicyclists offers the only nationwide cycle instructor certification program. The CDTC has offered reduced cost Bike Skills training classes taught by League Certified Instructors. The more cyclists in the Capital Region that receive this training, the more “smart cyclists” are on the road and setting an example for others. Project sponsors interested in providing a Traffic Skills 101 Course taught by a League Certified Instructor, at no cost to the public, can apply for up $40/person + the cost of lunch.

Additionally, project sponsors can apply for up to $1,000 to train interested persons to be League Certified Instructors that teaches Traffic Skills 101 courses to the public for free, or at a reduced cost. The maximum amount per potential instructor is $300.

7. Bicycle or Pedestrian “Pop-Up” events

A “Pop-Up” is an event that temporarily transforms a space such as an empty shop, a public space, a street, or a park. Pop-Ups are about connecting people and bringing life to an underutilized area. Project sponsors can apply for funding to host a bicycle and/or pedestrian safety-or encouragement themed Pop-Up event, such as:

- Temporary bicycle, pedestrian, and/or traffic calming infrastructure or demonstrations
- Bike Maintenance and repair
- Free bicycle lending
- Helmet fittings
- Bicycle gear giveaways
- Bike Rodeos
- Bicycle or pedestrian infrastructure demonstrations
- Ciclovia or open street event
- Pedestrian and/or bicycle safety instruction or featured speaker

8. Development of educational materials or tools

Any proposal to develop educational materials must incorporate the logo, graphics, and messages used in the Capital Coexist and See! Be Seen! bicycle and pedestrian safety campaigns.

- Activity, coloring, or comic books related to bicycle and/or pedestrian safety
- Photos and/or videos to be used in a social media campaign about bicycle and/or pedestrian safety
- Podcasts
- Smartphone app(s)

The above list of examples is just a diverse sample of potential projects, programs, and events not an exhaustive list of eligibility.

Match Requirement

The Capital Coexist Traffic Safety Ambassador will cover up to 75% of the proposed project cost. For example, if the proposed project cost is $1,000, the applicant must provide $250 in labor or materials to match the $750 mini-grant. Furthermore, the applicant must be able to pay for the cost of the project in full ($1,000). Project sponsors will be required to submit invoices for reimbursement, submitted no frequently than monthly. Project sponsors will also be required to show proof of 25% match, including receipts for materials purchased or hours of labor performed on a task.

Cost Estimates

Applicants are asked to submit a cost estimate for the proposed project or event. There is no set minimum for requests but each project type has a $5,000 maximum request. Applicants can coordinate with partners and combine projects/events or complement another project/event, but no funding request will exceed $5,000 per applicant. Funding received must be spent by January 31, 2018.

Evaluation Criteria

Primary Evaluation Criteria:

- Project is consistent with CDTC’s New Visions 2040 goals and objectives. Most importantly, (1) reducing the number of vehicle crashes involving bicyclists and pedestrians, and (2) increasing the number of bicycle and pedestrian trips (especially commuting trips) in the Capital Region.
- The applicant can demonstrate the capacity and commitment to completing the event within the stated period.
- If a project is proposed to take place in the public right-of-way or on municipal-owned property, the applicant demonstrates they have cooperation from the city/town/village and will follow any necessary permit process.
- Applicant must demonstrate that they have liability insurance and can list the Capital District Transportation Committee as additional insured.
- Project or event increases the visibility of Capital Coexist and CDTC’s bicycle and pedestrian safety initiatives.
- The project targets community awareness and involvement through branding, social media, and/or the creation of a continuous identifiable campaign.
- Project demonstrates or tests innovative bicycle and/or pedestrian safety design, outreach, and/or enforcement strategies.
• Project is consistent with *Capital Coexist* and *See! Be Seen!* safety initiatives.
• Project incorporates the CDTC, *Capital Coexist* and *See! Be Seen!* safety messages, graphics, & logos.
• The applicant provides an executed Memorandum of Understanding.

Secondary Evaluation Criteria:

• Proposed project demonstrates creativity.
• Proposed project has not previously received funding through this program.
• Match is greater than required.
• Project leverages other opportunities, partnerships, and funding sources.
• Organization demonstrates experience a high level of competence and accountability.
• Proposed event/project targets minority and/or low-income populations, children, seniors, women, and/or families.
• Proposed project coordinates with other planned or ongoing events (ex: Bike Month in May, Walk to School Day, farmers markets, etc.).

Timeline

The CDTC will assemble an evaluation committee consisting of staff and impartial members of the CDTC Bicycle & Pedestrian Advisory Committee. All applicants will be notified in writing as to the status of their submission by April 1, 2018. Successful applicants will be asked to sign a Memorandum of Understanding (MOU). The MOU must be signed before any proposed project, program, or event can begin, and before any costs are incurred.

How to Apply

Eligible organizations must complete an application form and submit it by 5:00 PM EST on January 31, 2019 via email to jceponis@cdtcmpo.org or delivered to Capital District Transportation Committee, Attn: Jennifer Ceponis, One Park Place, Albany, NY 12205.

*CDTC reserves the right to modify the program without prior notice.*

For questions regarding the Capital Coexist Traffic Safety Ambassador Program, contact Jennifer Ceponis of the CDTC staff at (518) 458-2161 or email jceponis@cdtcmpo.org.
February 4, 2019

Hon. Andrew Joyce, Chair
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Chairman Joyce:

The Department for Aging is requesting the Legislature’s approval for the following:

To accept the Medicare Improvement for Patients and Providers Act (MIPPA) grant from New York State Office for Aging. This grant funding is used to support health insurance information counseling and assistance programs for seniors within Albany County. It will concentrate on those Medicare beneficiaries likely to be eligible for the Medicare Part D Low Income Subsidy (LIS) Program or Medicare Savings Program (MSP). Funding is also provided for direct assistance with an emphasis to rural areas of Albany County. During the past grant year there were 480 Medicare recipients that received individual counseling and screened for MIPPA services.

Grant Amount: $18,830
Contract Term: 9/30/2018 - 9/29/2019
Funding Sources: Federal – 100%

Respectfully,

Deborah C. Riitano
Commissioner

Cc: Hon. Dennis Feeney, Legislative Majority Leader
    Hon. Frank Mauriello, Legislative Minority Leader
    Kevin Cannizaro, Legislative Majority Counsel
    Arnis Zilgme, Legislative Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Authorization to accept grant funding from NYSCFA for Medicare Improvements for Patients and Providers Act (MIPPA) Program

Date: 2/4/2019
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.: Attending Meeting:

Deparment Rep.: Deborah C. Rittano
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

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

Acceptance
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
NYS Office for Aging
2 Empire State Plaza
Albany, New York 12223-1251

Additional Parties (Names(addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $18,830
Scope of Services: The Medicare Improvements for Patients and Providers Act (MIPPA) program supports local Area Agencies on Aging (AAA’s), Health Insurance Information Counseling and Assistance Program (HIICAP) providers, and NY Connects program providers in their efforts to educate and assist eligible Medicare beneficiaries with enrollment into the Medicare Low- Income Subsidy (LIS) program and the Medicare Savings Program (MSP). In addition, funding is utilized to provide counseling and assistance on accessing the Medicare Prescription Drug Coverage Part D, especially for those beneficiaries who are low-income, underserved, and/or residing in rural areas; and to promote the availability of Medicare preventive and wellness services.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.
CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line: 04788
Revenue Amount: $18,830

Appropriation Account and Line: 44046
Appropriation Amount: $18,830

Source of Funding - (Percentages)
Federal: 100%
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 9/30/2018 to 9/29/2019
Length of Contract: 12 months

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒
Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 84
Date of Adoption: 3/12/2018

Justification: (state briefly why legislative action is requested)

The Department for Aging (DFA) is requesting legislative approval to enter into and execute a contract with the NYS Office for Aging (NYSOFA) regarding the Medicare Improvements for Patients and Providers Act (MIPPA) program. Albany County's initial funding award for the 2018-19 program year is $18,830 with no County match requirement. This program supports local Area Agencies on Aging (AAA's), Health Insurance Information Counseling and Assistance Program (HIICAP), and NY Connects programs in their efforts to educate and assist eligible Medicare beneficiaries with enrollment into the Medicare Low-Income Subsidy (LIS) program and the Medicare Savings Program (MSP). In addition, funding is utilized to provide counseling and assistance on accessing the Medicare Prescription Drug Coverage Part D, especially for those beneficiaries who are low-income, underserved, and/or residing in rural areas; and to promote the availability of Medicare preventive and wellness services.
### New York State Office for the Aging
#### Medicare Improvements for Patients and Providers Act

#### Tentative Allocation Schedule - September 30, 2018 to September 30, 2019

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**Total**: $280,671 $616,990 $341,650 $1,239,321

**Footnotes:**

(1) As in the previous MIPE data, all counties have been designated for rural workforce except NYC, Westchester, Nassau and Suffolk Counties. One third of the funding is designated for rural out-of-county only.

(2) The ADRC responsible for Hamilton and Warren Counties is a multi-county model and is administered through Warren County. Hamilton County’s allocation is combined with Warren County and the sum is shown as awarded to Warren County.

(3) No funding ADRC is this County prior to September 30, 2014, therefore, there is no ADRC award.
Hon. Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

February 11, 2019

Dear Chairman Joyce,

I am submitting the enclosed Request for Legislative Action for approval on behalf of the Albany County Recreation Department to sign a Memorandum of Understanding (MOU) with the Bethlehem Recreation Department. The Bethlehem Recreation Department is going to supply fields and buildings for the Albany County Recreation Department to run programming. This will benefit the Bethlehem community by providing them with free karate and flag football programs. In the future, we hope to expand the opportunities within the Bethlehem community. Please do not hesitate to contact us if you have any questions or require additional information. Thank you for your consideration.

Respectfully,

John D'Antonio
Commissioner, Recreation Department

CC:
Dennis A. Feeney, Majority Leader
Frank A. Mauriello, Minority Leader
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq. Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
MOU with Bethlehem for Recreation Services

Date: 2/13/19
Submitted By: Lauren Sirkin
Department: Department of Recreation
Title: Clerk Typist 3
Phone: 518-655-7945
Department Rep.
Attending Meeting: John D’Antonio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed)
Intergovernmental MOU

Contract Terms/Conditions:

Party (Bethlehem Recreation Department):
261 Elm Ave, Delmar, NY 12054

Additional Parties (Albany County Recreation Department)
390 New Salem Road Voorheesville NY 12186

Amount/Raise Schedule/fee: $0

Scope of Services: Bethlehem Recreation department and the Albany County Recreation Department are entering into a two year MOU in which Albany County will use Bethlehem facilities for free in order to provide free recreational programming to the residents of Bethlehem.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Current Budget: Yes ☐ No ☒
County Budget Accounts:
Revenue Account and Line: N/A
Revenue Amount: $0
Appropriation Account and Line: N/A
Appropriation Amount: N/A

Source of Funding - (Percentages)
Federal: N/A
State: N/A
County: N/A
Local: N/A

Term
Term: (Start and end date) 2/28/19-2/28/21
Length of Contract: Two Years

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: N/A
Date of Adoption: N/A

Justification: (state briefly why legislative action is requested)
The Albany County recreation department and the Bethlehem recreation department would like to enter into a memorandum of understanding in which Albany County Department of Recreation provides programming to the residents in Bethlehem. The Town of Bethlehem will provide free programming spaces for the programs. This agreement will last for two years with the option of renewing afterwards. If either department feels that they would like to leave this agreement, they may do so with thirty days notice.
February 6, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to renew a contract with the New York State Department of Health for reimbursement of administrative costs incurred, for the provision of Early Intervention services, in the amount of $114,851 for the period October 1, 2018 – September 30, 2019.

Local governments have the responsibility for administering the Early Intervention Program (EIP) subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality’s compliance with the work plan developed by the Department.

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 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgne, Minority Counsel
File #: TMP-0629, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization to Accept Early Intervention Admin Reimbursement from NYSDOH 2018 2019

Date: 2/6/19
Submitted By: Scott McNelis
Department: Children, Youth & Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen-Pratt

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant
         Renewal
         Submission Date Deadline 9/30/2019
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  

Contract Terms/Conditions:

Party (Name/address): NYSDOH  
Division of Family Health, Fiscal Unit,  
ESP Corning Tower - Room 878,  
Albany, NY 12237-0657

Additional Parties (Names_addresses):  
Click or tap here to enter text.

Amount.Raise Schedule/fee:  
$114,851  
Reimbursement for administrative costs associated with the

Scope of Services:  
Early Intervention Program

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐  
If Mandated Cite Authority:  
Public Health Law Title II-A of Article 25
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA4059 03449
Revenue Amount: $114,851

Appropriation Account and Line: AA4059 1    AA4059 8
Appropriation Amount: $73,859    $40,992

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 100 %
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 10/1/2018 - 9/30/2019
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 17-378, 17-039, 15-310, 15-83, 14-250, 13-074, 12-324, 11-179
Date of Adoption: 10/10/17, 2/13/17, 8/10/15, 3/9/15, 7/14/14, 3/11/13, 9/10/12, 5/9/11

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Backup Material for Contractual Agreement Between the New York State Department of Health and Albany County for the Reimbursement of Administration Costs for Early Intervention

The Department for Children, Youth and Families is seeking Legislative authorization to enter into a contractual agreement with the New York State Department of Health (NYSDOH) in the amount of $114,851 for the period of October 1, 2018 – September 30, 2019. Under this contract, Albany County will be able to claim reimbursement from the State for administrative costs incurred for the provision of Early Intervention services.

The New York State Early Intervention Program (EIP) is part of the national Early Intervention Program for infants and toddlers with disabilities and their families. First created by Congress in 1986 under the Individuals with Disabilities Education Act (IDEA), the EIP is administered by the New York State Department of Health through the Bureau of Early Intervention. In New York State, the Early Intervention Program is established in Article 25 of the Public Health Law and has been in effect since July 1, 1993.

Local governments have responsibility for administering the Early Intervention Program (EIP) subject to regulations of the Commissioner of Health. Administrative funds are provided to all municipalities to offset cost incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality’s compliance with the work plan developed by the Department.

To be eligible for services, children must be less than 3 years of age and have a confirmed disability or established developmental delay, as defined by the State, in one or more of the following areas of development: physical, cognitive, communication, social-emotional, and/or adaptive.
November 3, 2016

Ms. Deirdre Farrell Romanski
Early Intervention Services Manager
Albany County Health Department
112 State Street, 3rd Floor
Albany NY 12207

Dear Ms. Farrell Romanski:

This is to inform you of the Department’s intention to provide funding to support the Early Intervention Administration Program at your agency for a new five-year contract term effective October 1, 2016 to September 30, 2021. The annual funding amount will be $114,851. The contract number assigned to your New York State Grant contract for the five-year term is C31617GG and must be referenced on all claims for payment and correspondence with the Department. This contract is contingent upon approval of the New York State Office of the State Comptroller, availability of federal funds and contractor performance.

Your Early Intervention Administration non-competitive grant will be available Monday November 7, 2016 in Grants Gateway. All work on your grant will be completed in Grants Gateway. The grant contract will be signed electronically in Grants Gateway once the Department approves the application. Additional information on the Grants Gateway can be found on the Grants Reform website at: http://www.grantsreform.ny.gov.

A webinar on how to work in the Grants Gateway has been scheduled for November 9, 2016 at 10:00 AM. Please save the date, call-in information is an attachment to this email. If you are unable to attend the webinar, it will be available on You Tube at a later date. A link will be sent when it is available.

Please be advised, in accordance with Office of Management and Budget requirements, this contract is a sub award under the following Federal Award:

a) Federal Award Identification Number (FAIN): H18IA160021
b) Federal award project description: Early Intervention Program for Infant & Toddlers with Disabilities
c) Federal Award Date (see § 200.39 Federal award date): 07/01/2016-09/30/2018
d) Name of Federal Awarding Agency: US Department of Education / OSEP
e) CFDA Number and Name: 84.181 Part C of IDEA
f) Amount of Federal Funds Obligated by this action: $5,033,846
g) Total Amount of Federal Funds Obligated to the sub recipient: $70,930
h) Sub recipient name (must match registered name in DUNS): Albany County Health Department
i) Sub Recipient DUNS #: 060536653
j) Total Amount of the Federal Award: $26,106,078
k) Research & Development Award? No
l) Indirect cost rate for the Federal Award: 10% or Agency’s Federally Approved IC Rate
If you have any administrative questions, please contact Ms. Alexis Lighthall in the DFH Bureau of Administration at (518) 473-4441, programmatic questions should be addressed to Ms. Audrey Kennett in the Bureau of Early Intervention at (518) 473-7016.

Sincerely,

Alexis Lighthall
Health Program Administrator
DFH, Bureau of Administration

cc: EI Official
Audrey Kennett
DOH Audit Clearinghouse
EXPENDITURE SUMMARY

Instructions:
1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

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<th>Grant Funds</th>
<th>Match Funds</th>
<th>Match % Calculated</th>
<th>Match % Required</th>
<th>Other Funds</th>
<th>Total</th>
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El Admin

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February 12, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families in regards to a contract with the City of Albany Police Department for a part-time Law Enforcement Coordinator to be co-located at the Albany County Department for Children, Youth and Families Children’s Advocacy Center (CAC).

The requested contract is for the term of February 1, 2019 – January 31, 2020 for $27,000 and does not involve a local share as this will be supported through CAC grant funding.

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 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizarro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Law Enforcement Coordinator for CAC.

Date: 2/12/2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Gechagen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel

Printed on 2/13/2019
CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party: City of Albany Police Department
165 Henry Johnson Blvd.
Albany, New York 12210

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $27,000
Scope of Services: Part Time Law Enforcement Coordinator at the Children's Advocacy Center

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority:
Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line: AA6119 03407
Revenue Amount: $27,000

Appropriation Account and Line: AA6119 44046
Appropriation Amount: $27,000

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 100%
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 2/1/2019 - 1/31/2020
Length of Contract: 12 Months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-95, 17-41, 16-555, 15-536, 15-63
Date of Adoption: 3/12/18, 2/13/17, 12/5/16, 12/7/15, 2/10/15

Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families

Backup Material for Authorization for Contract Authorization with the City of Albany Police Department for a part-time Law Enforcement Coordinator at the Albany County Department for Children, Youth and Families Children’s Advocacy Center

The Department respectfully requests Legislative authorization to contract with the City of Albany Police Department for a part-time Law Enforcement Coordinator to be co-located at the Albany County Department for Children, Youth and Families Children’s Advocacy Center (CAC). The contract term is for February 1, 2019- January 31, 2020 for a contract amount of $27,000.

The Department for Children, Youth and Families – Children’s Advocacy Center was awarded funding from NYSCOFFS specifically for Children’s Advocacy Centers. For the 2019-2020 grant cycle, the Department is utilizing this funding to offset salary and fringe of staff persons for the CAC and a Family Advocate position, training for staff, County costs for office supplies and telephone, as well as to continue to support a collaborative community education and outreach campaign regarding the prevention of child abuse and maltreatment. We are also utilizing such funds to continue to contract with a Forensic Nurse Practitioner to provide non-emergent medical exams, on site at the Children’s Advocacy Center, of children and youth who are alleged to be the victim of child abuse and to support a contract for a part-time Law Enforcement Coordinator to ensure the consistent participation of the various Law Enforcement agency personnel in Multi-Disciplinary Team (MDT) processes and practices in Albany County.

The Mission of the Albany County Children’s Advocacy Center is to minimize trauma to children while providing a coordinated approach to the investigation, prosecution and treatment of child sexual abuse and physical abuse cases and to maximize the effects of interventions for children and their families.

The Albany County Multi-Disciplinary Team is a collaboration of professionals from the various disciplines who investigate, prosecute and treat child victims of sexual and physical abuse in Albany County. The partners include Albany County Department for Children Youth and Families, Albany County District Attorney’s Office, Albany Police Department, Albany County Sheriff’s Office, Altamont Police Department, Bethlehem Police Department, Cohoes Police Department, Colonie Police Department, Green Island Police Department, Guilderland Police Department, Menands Police Department, New York State Police Troop G, Ravena-Coeymans Police Department, Watervliet Police Department, Albany County Crime Victims and Sexual Violence Center, St. Anne Institute, Albany County District Attorney Victim/Witness Specialist Program, Northeast Health, Forensic Nurse Practitioners of Schenectady, and Albany Medical Center.

The part-time Law Enforcement Coordinator is to be co-located at the Children’s Advocacy Center and shall be a liaison between the ACDCYF CAC and the multiple Law Enforcement Agencies in Albany County and those outside of Albany County that may also be investigating cross-district cases, including the FBI and Homeland Security. The duties of the part-time Law Enforcement Coordinator will include, but are not limited to: serve as the point person for law enforcement agencies with questions about proper procedures related to the investigation of MDT cases; assist as necessary and appropriate in the investigation coordination of a MDT case; assist in engaging other law enforcement agencies in the collaborative CAC model investigation process; and work with partner agencies to resolve barriers involving the criminal aspect of a MDT case. As the Albany County Safe Harbour initiative involving the Commercial Sexual Exploitation of Children (CSEC) also falls under the
Law Enforcement Coordinator
For
Albany County Department for Children, Youth and Families
Children’s Advocacy Center

The Law Enforcement Coordinator shall facilitate and assist the Albany County DCYF Children’s Advocacy Center (CAC) in its Multi-Disciplinary Team (MDT) regarding child abuse and neglect cases. As the Albany County Safe Harbour initiative involving the Commercial Sexual Exploitation of Children (CSEC) also falls under the Albany County CAC, the Law Enforcement Coordinator may also assist in such cases for a coordinated investigation and response.

The Law Enforcement Coordinator shall be a liaison between the ACDCYF CAC and the multiple Law Enforcement Agencies in Albany County and those outside of Albany County that may also be investigating cross-district cases, including the FBI and Homeland Security.

Albany County anticipates, and can support, a part-time Law Enforcement Coordinator for approximately 15 hours per week for an annual contract of $27,000.

The part-time Law Enforcement Coordinator would be responsible for the following job duties:

- Serve as the point person for law enforcement agencies with questions about proper procedures related to the investigation of MDT cases and CSEC cases;
- Assist as necessary and appropriate in the investigation coordination of a MDT case;
- Assist in engaging other law enforcement agencies in the collaborative CAC model investigation process and encourage minimal or non-participating law enforcement agencies to be more engaged in such, including their attendance to case review consistently for MDT and CSEC cases;
- Develop and maintain professional working relationships with all county agencies, including the Coroner’s office to assist in their consistent participation in the MDT process;
- Confer with police agencies about the status of criminal investigations of a MDT and/or CSEC case, and provide technical assistance as necessary and appropriate;
- Confer with the District Attorney’s office about the status of prosecution of a MDT and/or CSEC case
- Work with partner agencies to resolve barriers involving the criminal aspect of a MDT and/or CSEC case;
- Attend case review for the MDT and CSEC;
- Participate and deliver training when able and appropriate related to the CAC model, MDT case processes, and CSEC;
- Compile and keep current a list of all participating MDT member agencies and especially law enforcement agency contacts;
- Compiles and reports on data as requested by the ACDCYF CAC;
- Assists in the coordination of interviews as needed, especially in an effort to reduce multiple child interviews when possible and have such occur on site at the CAC when possible;
- Assists in the review and development of protocols, policies and procedures with the Coordinator as needed and appropriate for the ACDCYF CAC
MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE COUNTY OF ALBANY AND THE ALBANY COUNTY SHERIFF’S OFFICE

Pursuant to Resolution No. 206, approved 5/14/18
Amending Resolution No. 95, approved 3/12/18

This agreement is made as of this ________ , 2018, by and between the Albany County Sheriff’s Office, having its office at 16 Eagle Street, Albany, New York, 12207 and The County of Albany, on behalf of its Department for Children, Youth, and Families (hereinafter “DCYF”) having its office at 112 State Street, Albany, NY 12207.

WHEREAS, the DCYF has requested authorization to enter into an agreement with the Albany County Sheriff’s Office regarding a part-time Law Enforcement Coordinator who will work with (be co-located at) the DCYF Children’s Advocacy Center beginning February 1, 2018 and ending January 1, 2019; and

WHEREAS, the DCYF Commissioner desires that this part-time Law Enforcement Coordinator be a liaison between the DCYF, the Children’s Advocacy Center and the multiple law enforcement agencies in Albany County and those outside of Albany County that may be investigating cross-district cases, including the Federal Bureau of Investigation and the Department of Homeland Security;

Therefore it is agreed by the parties signing below that:

1. The Albany County Sheriff’s Office will designate an officer to serve as the Law Enforcement Coordinator for the County’s Department for Children, Youth, and Families at the Children’s Advocacy Center located at 260 South Pearl Street, Albany, New York 12202.

2. That the Law Enforcement Coordinator shall:
   A. Serve as the point person for law enforcement agencies with questions about proper procedures related to the investigation of Multi-Disciplinary Team (MDT) and Commercial Exploitation of Children (CSEC) cases;
   B. Assist as necessary and appropriate in the investigation and coordination of a MDT case;
   C. Assist in engaging other law enforcement agencies in the collaborative CAC model investigation process and encourage minimal or non-participating law enforcement agencies to be more engaged in such, including their attendance to case review consistently for MDT and CSEC cases;
   D. Develop and maintain professional working relationships with all county agencies, including the Coroner’s Office, to assist in their consistent participation in the MDT process;
   E. Confer with police agencies about the status of criminal investigations of a MDT and/or CSEC case, and provide technical assistance as necessary and appropriate;
   F. Confer with the District Attorney’s Office about the status of prosecution of a MDT and/or CSEC case;
   G. Work with partner agencies to resolve barriers involving the criminal aspect of a MDT and/or CSEC case;
   H. Attend case review for the MDT and CSEC;
I. Participate and deliver training when able and appropriate related to the CAC model, MDT case processes, and CSEC;

J. Compile and keep current a list of all participating MDT member agencies and especially law enforcement agency contacts;

K. Compile and report on data as requested by the Albany County Department for Youth and Families' Child Advocacy Center;

L. Assist in the coordination of interviews as needed, especially in an effort to reduce multiple child interviews when possible and have such occur on site at the Child Advocacy Center when possible;

M. Assist in the review and development of protocols, policies and procedures with the Coordinator as needed and appropriate for the Albany County Department for Children, Youth and Families' Child Advocacy Center.

3. In the event that the designated officer is incapacitated, the Albany County Sheriff's Office agrees to provide a qualified substitute to fulfill the obligations of Law Enforcement Coordinator in his absence.

4. That for these services, the County agrees to pay, and the Albany County Sheriff's Office agrees to accept an amount not to exceed TWENTY-SEVEN THOUSAND and 00/100 ($27,000.00) DOLLARS for the services rendered under this agreement.

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

Dated: 7/20/18

COUNTY OF ALBANY

By: ___________________________

Hon. Daniel P. McCoy
Albany County Executive

or

Philip F. Calderone
Deputy County Executive

Dated: 07-11-2018

By: ___________________________

Hon. Craig D. Apple, Sr., Sheriff
Albany County Sheriff's Office

Dated: __________________________

By: ___________________________

Gail Gedhagen-Pratt, Commissioner
Albany County Department for Children, Youth and Families
Hon. Andrew Joyce, Chairman
Albany County Legislature
Albany, New York 12207

Hon. Dennis Feeney
Majority Leader
Albany, New York 12207

Hon. Frank Mauriello
Minority Leader
Albany, New York 12207

Re: Request for Legislative Action

Dear Chairman Joyce,

Attached please find the Albany County Coroner’s request for Legislative Action regarding Forensic Laboratory Services.

The Coroner’s office is requesting a contract agreement through National Medical Services now required.
Albany Medical Center will no longer provide forensic laboratory services. Currently NMS Labs is providing services to Albany County through a client agreement. Basic Postmortem Toxicology fees will average $325.00 per case.

If you have any further questions, please do not hesitate to contact me at 445-7604.

Sincerely,

Timothy J. Cavanaugh – Senior Coroner
REQUEST FOR LEGISLATIVE ACTION  
RLA #2983: Forensic Laboratory Services NMS Lab 3701 Welsh Rd. Willow Grove PA 19090  

DATE:  
Tuesday, January 08, 2019  

DEPARTMENT:  
Coroners  

Contact Person:  
Helen Budka, Confidential Secretary  

Telephone:  
518-447-3069  

Dept. Representative Attending  
Committee Meeting:  
Helen Budka, Timothy Cavanaugh; Senior Coroner  

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

CONCERNING BUDGET AMENDMENTS  
STATE THE FOLLOWING:  
Increase Account/Line No.  
Source of Funds:  
Title Change:  

CONCERNING CONTRACT AUTHORIZATION  
STATE THE FOLLOWING:  

TYPE OF CONTRACT:  
Change Order/Contract Amendment  
X  
Purchase (Equipment/Supplies)  
Lease (Equipment/Supplies)  
Requirements Professional Services  
Education/Training  
Grant:  
New  
Renewal  
Submission Deadline Date  
Settlement of a Claim  
Release of Liability  
Other: (State briefly)  
**CONCERNING CONTRACT AUTHORIZATION (Cont'd)**

**STATE THE FOLLOWING:**

| Contract Terms/Conditions: | NMS Labs  
3701 Welsh Rd.  
Willow Grove, PA 19090 |
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**CONCERNING ALL REQUESTS:**

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**Fiscal Impact - Funding: (Dollars or Percentages)**

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<tr>
<td>Resolution/Law Number</td>
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<tr>
<td>Date of Adoption</td>
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**Justification:** (State briefly why legislative action is requested)

AMC will no longer provide forensic laboratory services. Requesting contract with NMS Lab whom the County is already clients of their services.

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


Submitted by: Helen Budka  
Title: Timothy Cavanaugh; Senior Coroner
Pricing Summary for Toxicology Laboratory Services - Albany Medical Center

NMS Labs is pleased to offer the Albany Medical Center the following analysis options and special pricing considerations for routine toxicology services.

Effective January 1st 2018 we have added the following compounds to our 8052B Postmortem Expanded panel: 4-ANPP, 6-Beta-Naltrexol - Free, Acetyl Fentanyl, Butyl Fentanyl / Isobutyryl, Fentanyl, Carfentanil, Clonazolam, Delorazepam, Desmethylperamidone, Dibutylone, Dimezapam, Etizolam, Flubromazolam, Furanyl Fentanyl, Loperamide, N-Ethyl Pentylone, para-Fluorobutyryl, Fentanyl / FIFB, Suvorexant, and U-47700. The addition of these compounds will greatly reduce the expenditures that will be needed for these types of findings.

NMS Labs keeps up to date on current compounds that are contributing to or causing death and keeps historical data on these compounds to help with public safety and awareness. This awareness and surveillance guides our decisions when updating our postmortem panels which is constantly being updated with new emerging compounds at no additional cost.

Pricing Effective Date: 11/01/2018
Pricing Expiration Date: 12/31/2019

<table>
<thead>
<tr>
<th>Test Number</th>
<th>Test Description</th>
<th>Price per Sample</th>
</tr>
</thead>
<tbody>
<tr>
<td>8051B</td>
<td>Basic Postmortem Toxicology Panel - Blood, Urine, Serum/Plasma</td>
<td>$150.00</td>
</tr>
<tr>
<td>8051U</td>
<td>Includes screening and quantitative confirmatory analysis for illicit drugs of abuse, alcohol and some therapeutic compounds as noted in the NMS Guide to Postmortem Services</td>
<td></td>
</tr>
<tr>
<td>8051SP</td>
<td>Basic Postmortem Toxicology Panel - Non-Routine Fluids</td>
<td>$300.00</td>
</tr>
<tr>
<td>8051TI</td>
<td>Basic Postmortem Toxicology Panel - Tissue</td>
<td>$325.00</td>
</tr>
<tr>
<td>8052B</td>
<td>Expanded Postmortem Toxicology Panel – Blood, Urine, Serum/Plasma</td>
<td>$225.00</td>
</tr>
<tr>
<td>8052U</td>
<td>Includes screening and quantitative confirmatory analysis for 350+ therapeutic medications, illicit drugs of abuse and alcohol as noted in the NMS Guide to Postmortem Services</td>
<td></td>
</tr>
<tr>
<td>8052SP</td>
<td>Expanded Postmortem Toxicology Panel – Non-Routine Fluids</td>
<td>$500.00</td>
</tr>
<tr>
<td>8052TI</td>
<td>Expanded Postmortem Toxicology Panel – Tissue</td>
<td>$550.00</td>
</tr>
<tr>
<td>8054B</td>
<td>Postmortem, Expanded with NPS, Blood</td>
<td>$525.00</td>
</tr>
<tr>
<td>8050U</td>
<td>Postmortem, Expanded with NPS, Blood</td>
<td>$25.00</td>
</tr>
<tr>
<td>8050U</td>
<td>Includes screening analysis of urine for illicit drugs of abuse with confirmation testing for Opiates and 6-MAM (Can be ordered in addition to Basic or Expanded drug screens)</td>
<td></td>
</tr>
<tr>
<td>8092B</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Blood, Urine, Serum/Plasma</td>
<td>$450.00</td>
</tr>
<tr>
<td>8092U</td>
<td>Use as needed for cases requiring toxicologist consultation based on available case history.</td>
<td></td>
</tr>
<tr>
<td>8092SP</td>
<td>Includes screening for over 600 drugs (therapeutic medications &amp; illicit drugs of abuse), metabolites, poisons and toxins as noted in the NMS Guide to Postmortem Services</td>
<td></td>
</tr>
<tr>
<td>8092FL</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Non-Routine Fluids</td>
<td>$600.00</td>
</tr>
<tr>
<td>8092TI</td>
<td>Expert Therapeutic &amp; Abused Drugs Panel – Tissue</td>
<td>$625.00</td>
</tr>
</tbody>
</table>

RETURN Specimen Return/Handling $ 0.00

These services are designed to help you effectively manage your postmortem toxicology testing needs based on your projected annual volume of cases. Fees will be invoiced for each sample type analyzed based on the submitted analysis request. All other testing requested will be billed in accordance with the NMS Labs 2018 Fee Schedule.
LABORATORY SERVICES AGREEMENT
Agreement No. [XXXX]

National Medical Services, Inc. d/b/a NMS Labs ("NMS Labs") located at 3701 Welsh Road, Willow Grove, PA 19090, agrees to provide laboratory testing and related services for ____________________________ ("Client") located at ____________________________ pursuant to the terms and conditions of this Agreement.

I. SERVICES PROVIDED

   a. Laboratory testing and services covered by this Agreement are as described in Exhibit A & B.
   b. In the event that Client requires a change to the nature, scope, or delivery of agreed upon services, Client shall provide a request to NMS Labs in writing. NMS Labs will provide an estimate of work required and associated costs to meet the request. Any changes to this Agreement shall be agreed to in writing by both parties and an Amendment to this Agreement shall be executed.

II. PERIOD OF PERFORMANCE

   The Effective Date of this Agreement is [start date] and will apply to commitments made by NMS Labs as outlined in Exhibits A and B from [start date] and ending on the Completion Date of [end date], unless terminated pursuant to the terms of this agreement or extended by mutual written agreement of the parties.

III. COMPENSATION

   NMS Labs will bill Client for services performed in accordance with this agreement as outlined in Exhibit A and B.

IV. USE OF SUBCONTRACTORS

   a. NMS Labs may utilize independent or third-party contractors or subcontractors to perform all or any part of its obligations under this Agreement.
   b. NMS Labs may be required to release certain patient information to said contractors. NMS will use reasonable commercial efforts to protect health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

V. USE OF NMS NETWORK LABS

   Under the terms of this agreement, NMS Labs is authorized by the Client to utilize one of its and/or American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD-LAB) International ISO17025 accredited network laboratories to perform all or part of the work performed under this agreement.

VI. CLIENT RESPONSIBILITIES

   a. Client’s personnel shall cooperate with NMS Labs personnel, providing assistance and information as needed, to ensure testing services can be completed in accordance with this Agreement.
   b. Client shall adhere to the sample requirements set forth by NMS Labs located at: http://www.nmslabs.com/sample-submission/.
   c. In the event Client submits samples to NMS Labs that do not adhere to NMS Labs’ sample submission requirements, NMS Labs will proceed with the following action:
      1) Provide notice to Client that testing cannot be performed on the samples provided by Client and;
      2) Stop all work under the current Agreement until Client takes action to terminate or amend the...
current Agreement
Client will be responsible for reimbursing NMS Labs for all costs incurred in the performance of this Agreement as outlined in Exhibit A & B.

VII. PRIOR AGREEMENTS

This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior understandings, arrangements, and agreements, oral or written, relating to the services provided herein.

VIII. TERMINATION

This Agreement may be terminated by either party at any time for any reason with thirty (30) days prior written notice. If the Client should terminate the agreement prior to the end date, the Client shall reimburse NMS Labs for all costs under this agreement, not previously paid, for the performance of this contract before the effective date of the termination. The Client shall also reimburse NMS Labs for those costs that may continue for a reasonable time after the termination date with the approval of or as directed by the Client. NMS Labs shall discontinue these costs as rapidly as practical.

IX. PAYMENT

a. Payment is due to NMS Labs 30 days from invoice date. Invoices are provided on a monthly basis and capture billing for services completed and rendered in that calendar month.
b. NMS Labs reserves the right to charge a finance charge on any past due balance at either one percent (1%) per month or the maximum rate that the law permits, whichever is less.
c. NMS Labs will collect from Client all applicable federal, state, local and other taxes and other amounts as required by law, rule or regulation.
d. All invoices will be rendered by NMS Labs in United States dollars and all payments to NMS Labs are to be made in United States dollars.

X. LEGISLATIVE AND REGULATORY CHANGES

NMS Labs reserves the right to immediately amend this Agreement to comply with any changes to federal or state laws or regulations in order to comply with said changes.

XI. COMPLIANCE WITH LAWS

NMS, its employees, and personnel shall comply with all applicable statutes, ordinances, rules, regulations, and other similar requirements pertaining to the profession(s) of their employees and to the Services provided under this Agreement. NMS will use reasonable commercial efforts to perform the services provided hereunder in compliance with all applicable local, state, and federal licensing, certification and accreditation standards and requirements including any applicable standards for laboratories participating in the Medicare and state Medicaid programs.

XII. CONFIDENTIALITY

Each party shall hold all Confidential Information in confidence. Neither party shall disclose any Confidential Information without the knowledge and written approval of the authorized other party. For purposes of this Agreement "Confidential Information" means all terms of this Agreement, all information and know-how of a scientific, technical, operational or economic nature, the results of analysis provided hereunder and all Innovations. Confidential Information shall not include (i) information generally available to the public through no fault of the other party, (ii) information which the other party had already had knowledge of, (iii) information which has become part of the public domain through no fault of a party, and
(iv) information ordered to be disclosed by subpoena, other legal process or requirement of law. Each party agrees to return or destroy, on demand and without delay, any and all Confidential Information (including any and all copies thereof) of the other party which has come into its possession, provided, however, that NMS Labs may retain such media and materials containing Confidential Information for customary archival and audit purposes (including with respect to regulatory compliance). This Section shall survive any termination or expiration of this Agreement.

XIII. DISCLOSURE OF INNOVATIONS; OWNERSHIP OF INNOVATIONS

a. Client acknowledges that (i) prior to the date hereof NMS Labs has created, made, conceived, developed or reduced to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers, whether or not such inventions, improvements or other innovations are eligible for patent, copyright, trademark, trade secret or other legal protection and (ii) during the course of performance of the services hereunder, NMS Labs may create inventions, improvements and other innovations, may make, conceive, develop or reduce to practice, alone or jointly with others, inventions, improvements and other innovations, including, but not limited to, techniques and methodologies (including clinical methodologies) and markers discovered during testing (collectively, "Innovations"). Examples of Innovations shall include, but are not limited to, discoveries, research, inventions, formulas, techniques, business methods, know-how, marketing plans, new product plans, advertising, packaging and marketing techniques and improvements to computer hardware or software.

b. Client agrees that all Innovations will be the sole and exclusive property of NMS Labs. Client hereby assigns all of Client's rights, title or interest in the Innovations and in all related patents, copyrights, trademarks, trade secrets, rights of priority and other proprietary rights to NMS Labs. At NMS Labs' request and expense, during and after the term of this Agreement, Client will assist and cooperate with NMS Labs in all respects and will execute documents, and, subject to Client's reasonable availability, give testimony and take further acts requested by NMS Labs to obtain, maintain, perfect and enforce NMS Labs patent, copyright, trademark, trade secret and other legal protection for the Innovations. Client hereby appoints the President of NMS Labs as attorney-in-fact to execute documents on each of its behalf for this purpose. Client agrees to execute and deliver to NMS Labs such further instruments or documents as may be requested by NMS Labs in order to effectuate the purposes of this Section. This Section shall survive any termination or expiration of this Agreement.

XIV. NO OTHER WARRANTIES

EXCEPT AS OTHERWISE SET FORTH HEREIN, NMS LABS MAKES NO REPRESENTATIONS NOR PROVIDES ANY WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED OR STATUTORY, WITH REGARD TO THE SERVICES TO BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XV. LIMITATION OF LIABILITY AND DAMAGES

IN NO EVENT SHALL NMS LABS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOOD WILL, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSS), WHETHER THE BASIS OF THE LIABILITY IS IN BREACH OF AGREEMENT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE. ACTIONS COVERED HEREIN INCLUDE BUT ARE NOT LIMITED TO; MISHANDLING OR LOSS OF PATIENT SAMPLES OR THE MISSENDLING OR LOSS OF PATIENT INFORMATION INCLUDING
TESTING RESULTS. THE LIABILITY OF NMS LABS TO CLIENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF COMPENSATION RECEIVED BY NMS LABS FROM CLIENT HEREUNDER DURING THE TWO MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH SUCH DAMAGES WERE INCURRED. THE PARTIES INTEND TO HAVE THIS LIMITATION OF LIABILITY SURVIVE ANY DETERMINATION THAT THE EXCLUSIVE REMEDIES PROVIDED TO CLIENT HEREUNDER HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

XVI. INDEMNIFICATION

Each party shall defend, indemnify, and hold the other party, its subsidiaries and affiliates, and each of their respective employees, officers, directors, attorneys, agents, and representatives, harmless from and against any and all claims, liabilities, expenses, losses, demands, damages, fines, penalties, and causes of action of every kind and character from any cause whatsoever, made, incurred, sustained, or initiated by any third party (including any employee, contractor or representative of a party hereof or any of their respective family members), arising out of, incident to, or in connection with such party's infringement of any third party's Ownership of Innovations intellectual property rights. This Section shall survive any termination or expiration of this Agreement.

XVII. FORCE MAJEURE

NMS Labs shall not be deemed to be in default of any provision of this Agreement, nor be liable for any delay, failure in performance or interruption of services, resulting directly or indirectly from acts of God, embargoes, quarantines, civil or military authority, civil disturbance, insurrection, war, acts of terrorism, fire, other catastrophes or any such other cause beyond its control.

XVIII. GOVERNING LAW/VENUE

This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania, without regard to that state's conflicts of laws principles. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against any of the parties in the courts of the Commonwealth of Pennsylvania, County of Montgomery, or, if it has or can acquire jurisdiction, in the United States District Court of the Eastern District of Pennsylvania, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding, waives any objection to venue laid therein and agrees that all claims with respect to such actions or proceedings shall be heard and determined only in any such court and agrees not to bring any actions or proceedings arising out of or relating to this Agreement in any other court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The non-prevailing party in any action described in this Section shall pay the prevailing party's expenses and costs of such including, but not limited to, the fees and expenses of such party's attorneys and expert witnesses. This Section shall survive any termination or expiration of this Agreement.

XIX. HIPAA COMPLIANCE

Each party represents and warrants that with respect to all protected health information (as that term is defined in the Privacy Regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), it is a covered entity (and not a business associate of the other party) under the Privacy Regulations and that it shall protect the privacy, integrity, security, confidentiality and availability of the protected health information disclosed to, used by, or exchanged by the parties by implementing and maintaining privacy and security policies, procedures, and practices, and administrative, physical and technological safeguards and security mechanisms that reasonably and adequately protect the confidentiality, integrity and availability of the protected health information created, received, maintained or
transmitted under this agreement, all as required by, and set forth more specifically in, the Privacy Regulations and the Security Regulations, as each may be amended from time to time. In the event HIPAA or the Privacy Regulations or Security Regulations require any addition to or modification of this Agreement, the parties shall use commercially reasonable efforts to agree upon such additions or modifications in a timely manner. If such agreement cannot be reached in a timely manner, either party may terminate this Agreement by written notice to the other party.

XX. EQUITABLE RELIEF

Nothing in this Agreement shall be construed to prevent NMS Labs from seeking or obtaining a preliminary or permanent injunction or other equitable relief in any court of competent jurisdiction in the event of a breach by Client of any provisions of this Agreement. This Section shall survive any termination or expiration of this Agreement. Each party hereby represents and warrants to the other party that such party has caused this Agreement to be executed and delivered by a duly authorized representative of such party.

XXI. Notices

1. All Notices will be in writing and addressed as follows:

   To National Medical Services, Inc.:
   
   ATTN: Andrew Nolan
   Vice President of Finance
   3701 Welsh Road
   Willow Grove, PA 19090

   To Client:
   
   [Enter Client Primary Contractual/Financial Contact Name]
   [Enter Client Contact Title]
   [Enter Client Address]
   [Enter Client Fax Number if applicable]

Communications between NMS Labs and Client related to the direction or performance of this Agreement must be by letter, fax, or email, each having the same authority and constituting acceptable modes of communication under this Agreement. Formal Notice requires an original letter, or fax thereof, signed by the authorized representative identified in this Agreement. All Notices sent by letter will be deemed effective when confirmation of receipt is sent by the respective party's Notice Contact listed above. Notices transmitted via fax or communications transmitted via email will be deemed effective only upon confirmation of receipt of the fax or email transmission by email reply.

XXII. SEVERABILITY

Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement. Each valid provision hereof will be enforced to the fullest extent permitted by law. In the event any provision of this Agreement is determined to be invalid or unenforceable, the Parties will negotiate in good faith to create a provision that will be enforceable and is as consistent as possible with the original provision.
XXIII. ASSIGNMENT

The obligations assumed under this Agreement cannot be delegated and the rights cannot be assigned without the prior written approval of NMS Labs.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

NATIONAL MEDICAL SERVICES, INC.
d/b/a NMS Labs

Client (Signature) ________________________________

Name (Print) ________________________________

Title (Print) ________________________________

Date ________________________________

By ________________________________,
(Signature)

Name (Print) ________________________________

Title (Print) ________________________________

Date ________________________________
EXHIBIT A – PRICING

1. PRICING

Pricing for the work performed under this agreement is as outlined below:

[Insert Pricing Table here]

The Following Clause Is Applicable For All Other Agreements

a. All other services ordered during this effective period will be billed at prevailing List Price Fees. NMS Labs reserves the right to renegotiate the pricing for the work performed under this agreement if the projected volumes change from those volumes outlined in the pricing table.

2. COVERED ENTITIES

The pricing effective under this agreement is extended to the following entities:

- [insert entity name if applicable or if not applicable write N/A]

Unless specifically identified above, the pricing effective under this agreement shall not be applied to any other entities without prior written approval from NMS Labs.

*
EXHIBIT B – CUSTOMIZED TERMS

1. NON-COVERED TESTING
Any services not included in Exhibit A and necessary to the performance of the work in accordance with this Agreement shall be billed at prevailing List Price Fees.

2. TESTIMONY AND TRAVEL COSTS
Should the Client require NMS Labs to facilitate Experts to provide testimony or consultations on cases for which NMS Labs conducted the testing, NMS Labs will charge the Client in accordance with its Expert Services Fee schedule. Client is responsible for reimbursing NMS Labs for all travel expenses related to providing testimony or consultations for the Client.

Under the terms of this agreement NMS Labs is NOT responsible for providing Expert Services to the Client for cases that were:
- Tested prior to the effective date of this agreement and;
- NOT tested by NMS Labs

3. ADDITIONAL SERVICES
The following services are included in the price under this agreement:

Remove the following section if not applicable

- [Discovery Packages or Litigation Packages]: [include explanation of what this includes]
  NMS Labs shall provide an estimated [X] number of packages throughout the term of this agreement for fees as outlined in Exhibit A.

- Miscellaneous Forms: Pricing included in Exhibit A includes administration of the following forms:
  a. [Restitution]: To be provided in NMS Labs’ standard format. These forms will be submitted to [Client or Agency] [insert frequency]
  b. [Affidavits]: NMS Labs will provide un-notarized affidavits using NMS Labs’ standard format. Affidavits will accompany reports submitted to the Client.

NMS Labs shall provide additional forms upon request of the Client for fees as outlined in NMS Labs’ Expert Fee Schedule.

Remove the following section if not applicable

Additional Forms required by the Client are listed below:

- [Type of Form (Ex. Administrative License Revocation)]: in a format to be provided by the Client. These forms will be submitted to [Client or Agency contact information] [insert frequency]

For the following section, please select the option that applies to your Client’s Agreement and fill in the bracketed areas as appropriate and removing other options that don’t apply.

4. SAMPLE RECEIPT –
Option 1: Client will schedule an appointment to drop off samples to [insert location address] between [which days] and the hours of [insert which hours]. Under the terms of this agreement the Client agrees to submit samples in accordance with Section VI.b. of this agreement.
Option 2: NMS Labs will provide Courier service to pick up samples from Client at [insert location address] between [which days] and the hours of [insert which hours].

Option 3: Client will send samples using FedEx, Airborne, etc. adhering to guidelines detailed in the following link: http://www.nmslabs.com/sample-submission/ Samples will be sent to [insert location address] so that the shipment arrives between [which days] and the hours of [insert which hours].

[NMS Labs/Client] is responsible for [shipping/courier] services as outlined above.

5. SAMPLE RETENTION/STORAGE
Samples are stored and retained in accordance with NMS Labs Standard Operating Procedures to maintain compliance with its accrediting bodies.

Clinical specimens are routinely retained for two (2) weeks after the date of report. Specimens handled as forensic cases are routinely retained for six (6) weeks after the final report is issued. To request extended storage of clinical and/or forensic specimen, you must send a written request in advance of the disposal date, including a prepayment of the specimen storage surcharge which will extend the retention period by three (3) months. Each additional three months of storage requires an additional payment. Failure to notify the laboratory in writing of a request for storage beyond the routine periods indicated above (two [2] weeks – clinical, or six [6] weeks – forensics), and to provide prepayment for extended storage will be considered authorization to discard or destroy the specimen(s).

Under the terms of this agreement, NMS Labs [will /will not] store Client’s samples that do not require testing, unless the Client agrees to pay NMS Labs a per sample fee per quarter for the storage of these samples as determined by NMS Labs.
For DNA Services include this clause:
DNA samples will not be destroyed or discarded after being retained by NMS Labs for six weeks, but any remaining DNA samples will be returned to the Client for an additional fee if payment for extended storage is not provided.

6. SAMPLE RETURNS
Under this agreement the Client [requires/does not require] samples to be returned.

Preferred Option (should Client require samples to be returned):
In order for a Client to have samples returned, the Client will need to submit a written request. The request must include contact information, destination address and phone number and how the samples should be returned in the request.

The Client will be charged an additional fee for returning samples. Fees for returns vary by sample, as does shipping.

a. [Remove this section if not applicable. If required by the Client, include special shipping/packaging requirements here (i.e. return samples in original packaging).]

Option 2 (should Client require samples to be returned):
Under this agreement the Client requires samples to be returned. NMS Labs will not charge the Client an additional fee for the return of samples if the Client agrees to schedule an appointment to pick up the samples from:

[Insert location]

Should the Client request that samples be shipped directly to the Client’s address or another address, the Client will be charged an additional fee for the return of the samples.

7. SUPPLIES
NMS Labs will provide the following collection and shipping supplies for work under this agreement:

a. Requisition form templates in electronic Adobe™ PDF file format
b. Ancillary Collection Tubes and/or plastic containers
c. Collection Kits; kits can be provided that are specially designed for documentation, packaging and shipment of samples for analysis.

Client will be charged for any collection and shipping supplies not included on the list above.

• [List all of Client’s special collection and shipping supplies here or remove this section if not applicable]

8. SPECIAL REPORTING REQUIREMENTS
Should NMS Labs determine that reports required by the Client do not qualify as “standard reports,” The Client will be charged an additional fee to prepare these reports.

Remove the following section if not applicable
The Client requires the following special reports for work performed under this agreement:
9. SPECIAL BILLING REQUIREMENTS
Should NMS Labs determine that the Client requires customizations to its standard billing; the Client will be charged an additional fee.

Remove the following section if not applicable
The Client requires the following special billing requirements for work performed under this agreement:
   a. [Insert Type of requirement], [what the requirement needs to include], [format], [delivery method]
February 13, 2019

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

Dear Chairman Joyce:

Enclosed you will find a legislative request for authorization to apply for a New York State Opioid Response Grant to increase access to addiction treatment services in rural communities.

Sincerely,

Dr. Steven Giordano
Commissioner

Cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to apply for NYS Opioid Response Grant

Date: 02/13/19
Submitted By: c/o Bakary Janneh
Department: Mental Health
Title: Director
Phone: (518) 447-4537
Department Rep.: Dr. Steve Giordano
Attending Meeting: Dr. Steve Giordano

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

☐ New Submission Date Deadline rolling
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party, (Name/address):
   NYS

Additional Parties (Names/addresses):
   Click or tap here to enter text.

Amount/Raise Schedule/Fee: Up to $150,000
Scope of Services: Provide increased access to opioid services in rural communities to
   individuals with opioid use disorders

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☐ No ☒
Anticipated in Current Budget: Yes ☐ No ☒
Federal funding has been made available through the NYS Office of Alcoholism and Substance Abuse Services (OASAS) to combat opioid addiction in rural communities. We are requesting this action to apply for up to $150,000 in funding to build upon our partnerships with the provider community to enhance services in rural areas of Albany County, including education and increased access to resources for individuals with an opioid use disorder.
February 6, 2019

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the March meeting of the Legislature. Albany County Department of Health requests permission to apply for grant funding from the Blue Fund to support Albany County residents at risk for diabetes by increasing availability of the National Diabetes Prevention Program (NDPP); increasing prediabetes awareness among community providers; promoting prediabetes screening, testing, and referral; and increasing coverage for NDPP.

Please don’t hesitate to contact me if you have any questions or need additional information.

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

CC: Hon. Dennis Feeney, Majority Leader
    Hon. Frank A. Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel

Enclosures
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request authorization to apply for grant funding from the Blue Fund

Date: 2/06/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4695
Department Rep. Dr. Elizabeth Whalen
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

New
Submission Date Deadline 5/1/2019
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):
BlueShield of Northeastern New York
40 Century Hill Drive
Latham, NY 12110

Additional Parties (Names(addresses)):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $150,000
Scope of Services:
Funding will be used to coordinate six National Diabetes Prevention Program (NDPP) classes beginning in 2020, inclusive of piloting self-insured employer health plans benefit. Support NDPP classes with community health worker support, and build local NDPP capacity through training of Lifestyle coaches. The initiative directly implements current Albany County Community Health Improvement Plan strategy and is founded on evidence base / nationally recognized intervention(s).

Bond Res. No.: 
Date of Adoption: 

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority: Click or tap here to enter text.

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

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

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

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2020 - 12/31/2022
Length of Contract: 36 months

Impact on Pending Litigation
Yes ☐ No ☒
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
Albany County Department of Health requests permission to apply for grant funding from the Blue Fund to support Albany County residents at risk for diabetes by increasing availability of National Diabetes Prevention Program (NDPP); increasing prediabetes awareness among community providers; promoting prediabetes screening, testing, and referral; and increasing coverage for NDPP.
Overview and Guidelines

What You Need to Know

Blue Fund will consider grant requests that address at least one or more of the following key health focus areas:

- Behavioral health
- Cardiovascular health
- Diabetes
- Health care workforce development
- Healthy children
- Opioid epidemic

Proposals for funding may include requests to support capital and/or program-related project costs. Applicants should demonstrate how the proposal will deepen and broaden current work by facilitating the expansion of an effective program or creating a new program based on the success of earlier work or evidence-based best practices.

Priority will be given to projects, programs, and initiatives that are collaborative, are evidence-based, and have other sources of funding secured. Proposals must be submitted electronically using the online application system before the deadline. Hard copy, emailed, or PDF applications will not be accepted. Performance tracking and reporting will be required using our online system.

How Do You Qualify?

In order to qualify for Blue Fund grants, the proposed work must serve or be located in 1 or more of the following 13 counties: Albany, Clinton, Columbia, Essex, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren and Washington. Your organization must be classified as a tax-exempt nonprofit under Section 501(c)(3) of the IRS code or an educational or government entity with tax-exempt
status. Grants may provide support to eligible organizations and projects for up to three years depending on project/program design, scale, and budget. Contact Blue Fund’s director with questions regarding eligibility and multiyear grants.

**Funding Amount and Budget**

The maximum grant request is $250,000. Awarded amounts are expected to be $100,000 to $250,000. Applicants may request up to 10% of the grant amount for indirect costs.

Expenses incurred prior to submission of a Blue Fund application should not be included in Blue Fund project budgets; they are not eligible for payment or reimbursement. The proposed project or program should not begin, and expenses should not be incurred, before a funding decision has been communicated by Blue Fund to the applicant. Blue Fund reserves the right to pay grants in a single installment or in multiple disbursements.

**Performance and Reporting**

**Grantees must have the capacity to track performance and report measurable outcome results as agreed upon by Blue Fund on a regular and timely basis. Blue Fund reserves the right to conduct an independent evaluation of grant expenditures for up to four years. The grantee agrees to provide the information necessary to complete such an evaluation. Failure to submit requested information in a timely fashion may obligate the grantee to refund the grant. The failure of an applicant to properly close out a grant in a timely manner will be a factor when considering new grant applications.**

**What We Do Not Fund**

We do not fund political campaigns, exclusively religious activities, or efforts that do not align with one or more Blue Fund focus areas. Attendance at or sponsorship of fundraising events for organizations, annual events or festivals, and the use of grant funds for purposes not preapproved by Blue Fund or not supported through required documentation will not be funded.

**Media and Public Announcements**

Blue Fund reserves the right to review and approve all public outreach and announcements related to the grant-supported project or initiative including but not limited to press releases, reports, articles, media engagement, and groundbreaking and ribbon events.

**Timeline**

Blue Fund begins accepting letters of intent (LOI) in early January. The LOI is the first step in the Blue Fund competitive grant process. It involves completion of a simple electronic form to determine if a project merits further consideration in light of available resources and current priorities.

- **LOI available:** January 7, 2019
- **LOI submissions due:** February 4, 2019 by 4pm. Submissions must be sent electronically using the online application system. Hardcopy, emailed, or PDF LOI will not be accepted.
- **Selected organizations notified to submit full applications:** April 2019
• Briefing for those invited to submit a full application: April 2019
• Selected organizations’ full applications due: May 2019
• Funding decisions announced: Fall 2019

Next Steps
BlueFund (/content/neny/about/community/bluefund.html)
Frequently Asked Questions (/content/neny/about/community/bluefund/faqs.html)
News and Resources (/content/neny/about/community/bluefund/news-and-resources.html)

Our Company
About Us (/content/neny/about.html)
Leadership (/content/neny/about/company/leadership.html)
Awards & Recognition (/content/neny/about/company/awards-recognition.html)

Need Assistance?
Michael Ball, Director, Blue Fund
(716) 887-8633 (tel:7168878633)
ball.michael@bsneny.com (mailto:ball.michael@bsneny.com)
February 5, 2019

Honorable Andrew Joyce, Chairman
Albany County Legislature
Legislative Clerk’s Office
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

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

The Albany County Sheriff’s Office requests legislative approval to amend Resolution No. 194, introduced May 11, 2015. Resolution No. 194 authorizes an agreement for an easement and lease of property for the construction of a radio tower at 28 Jansen Lane in the Town of Berne. I respectfully request authorization to revise the resolution to reflect an initial term of five years followed by four automatic five year renewals as to comply with New York County Law Section 215. Attached, please find a proposed amendment for your consideration. This proposed change to the lease does not require any funding from Albany County.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Cc: Hon. Daniel P. McCoy, County Executive
    Hon. Paul Miller. Public Safety Chairman
    Hon. Dr. Charles Dawson, Audit & Finance Committee
    Kevin Cannizzaro, Esq., Majority Counsel
    Amis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: FEBRUARY 5, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: SHERIFF CRAIG D APPLE SR

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION X
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)

CONCERNING CONTRACT AUTHORIZATION (CONT'D)
STATE THE FOLLOWING:

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

Mr. JODY JANSEN
28 JANSEN LANE
BERNE, NY 12023

AMOUNT/RATE SCHEDULE/FEES:
TOTAL $473,970.44 INITIAL YR $13,000.00 WITH YRLY 3% INCREASE
FOR 25 YEARS

TERM: 5 YEAR TERM FOLLOWED BY FOUR AUTOMATIC FIVE-YEAR RENEWALS.

SCOPE OF SERVICES: LEASE AND EASEMENT TO CONSTRUCT A RADIO TOWER AT 28 JANSEN LANE

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO

COUNTY BUDGET ACCOUNTS:
REVENUE:

APPROPRIATION:

BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES X NO
IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES X NO
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

COUNTY LAW SECTION 215
A13020.01140 - E911

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL
STATE
COUNTY 100% E911 SURCHARGE FUNDING

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 194 OF 2015
DATE OF ADOPTION: 5/11/2015

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THE ORIGINAL RESOLUTION IS BEING AMENDED TO CONFORM TO COUNTY LAW.

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
RESOLUTION NO.

AMENDMENT TO RESOLUTION NO. 194 FOR THE YEAR 2015
AUTHORIZING AN AGREEMENT FOR AN EASEMENT AND GROUND
LEASE OF REAL PROPERTY FOR THE CONSTRUCTION OF A RADIO
TOWER AT 28 JANSEN LANE IN THE TOWN OF BERNE

Introduced:
By Public Safety Committee:

WHEREAS, The Albany County Sheriff’s Office conducted a site study for the
implementation of an emergency radio system to provide sufficient radio coverage in the Town of
Berne for the Sheriff’s Office 911 Center to dispatch fire, emergency medical services and police,
and

WHEREAS, The Sheriff’s Office requested and pursuant to Resolution 194 for the Year
2015 was granted authorization by the Albany County Legislature for the County to enter into an
agreement with Mr. Jody Jansen for an easement and ground lease of real property owned by him
for a term of 25 years for the construction by Albany County of a radio tower at 28 Jansen Lane
in the Town of Berne for use by the Sheriff’s Office 911 Dispatch Center, and

WHEREAS, The Sheriff’s Office and Mr. Jody Jansen wish to amend said original
agreement, and

WHEREAS, the proposed amended easement and ground lease agreement shall be for an
initial term of five years with four subsequent automatic renewals at an annual rent of $13,000.00
payable in equal monthly installments of $1,083.33 with an annual 3% escalator increase over the
term of the easement and ground lease agreement, and

WHEREAS, this amendment shall take effect retroactive to the date of the execution of
said original easement and ground lease agreement, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized
to enter into the aforesaid amended easement and ground lease agreement, and, be it further

RESOLVED, That the County Attorney is authorized to approve the documentation
relating to the aforesaid amended easement and ground lease 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.
January 15, 2019

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

Dear Chairman Joyce:

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

Legislative approval is required in order to adopt the 2019 revision of the County's Comprehensive Emergency Management Plan (CEMP). The CEMP has been in existence for over 20 years and guides all of the County's essential services in times of disaster and/or emergencies. The Department of Homeland Security and Emergency Services (DHSES) directs the County to review and revise the CEMP every two years and have it adopted by the County's governing body. Electronic copies can be made available and a hard copy is available at the Sheriff's Office's Emergency Management Unit.

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. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit and Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: JANUARY 31, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING:

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

LEGISLATIVE APPROVAL IS NEEDED IN ORDER TO ADOPT THE 2019 REVISION OF THE COUNTY'S COMPREHENSIVE EMERGENCY MANAGEMENT PLAN (CEMP)

CONCERNING BUDGET AMENDMENTS
STATE, THE FOLLOWING:
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT:
NEW
RENEWAL
SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

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

 AMOUNT/RATE SCHEDULE/FEES:

TERM:

SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO X

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:

BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE:

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES ___ NO ___

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (Dollars or Percentages)

FEDERAL

STATE

COUNTY NONE

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: RES. 79 OF 2004

DATE OF ADOPTION: 2/9/2004

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THE DEPT. OF HOMELAND SECURITY DIRECTS THE COUNTY TO REVIEW AND REVISE THE CEMP EVERY TWO YEARS AND HAVE IT ADOPTED BY THE COUNTY’S GOVERNING BODY.

ELECTRONIC COPIES CAN BE MADE AVAILABLE AND A HARD COPY IS AVAILABLE AT THE SHERIFF’S EMERGENCY MANAGEMENT UNIT’S OFFICE

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

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
January 28, 2019

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

Dear Mr. Joyce:

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 enter into a one (1) year agreement with Capital District Woman’s Bar Association Legal Project Inc. to provide legal and support services to the immigrant population residing in Albany County and at the Albany County Correctional Facility.

This project is funded under the budget in the amount of $170,000.00 and the Request For Proposal (RFP #2019-009) process was completed with the Capital District Woman’s Bar Association Legal Project, Inc. being the sole bidder. This organization was deemed to be highly qualified to provide these services and has met or exceeded all of the criteria set forth in the aforementioned Request For Proposal.

Furthermore, this organization currently provides these services for the immigrant population at the Albany County Correctional Facility and this agreement would allow for legal and support services to continue, be enhanced and to be expanded upon beyond the walls of the correctional facility.

Should there be any questions, please do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
Sheriff

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

PARTY (NAME/ADDRESS):
CAPITAL DISTRICT WOMAN'S BAR ASSOCIATION LEGAL PROJECT INC
24 AVIATION ROAD, SUITE 101
ALBANY, NY 12205

AMOUNT/RATE SCHEDULE/FEES:
NOT TO EXCEED $170,000 FOR 1 YEAR

TERM: 1/1/19 THRU 12/31/19

SCOPE OF SERVICES: THE VENDOR WILL PROVIDE IMMIGRANT LEGAL
DEFENSE AND SUPPORT SERVICES IN ALBANY COUNTY AND ALSO AT THE
ALBANY COUNTY CORRECTIONAL FACILITY

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES \_ X \_ NO \_ X

COUNTY BUDGET ACCOUNTS:
REVENUE:

APPROPRIATION: A93110.44049 (SPECIAL PROGRAMS)

BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES \_ NO \_ X
IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES \_ X \_ NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
A93110.44049

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL
STATE
COUNTY 100%
TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER:
DATE OF ADOPTION:

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THE VENDOR WAS THE SOLE BIDDER FOR RFP # 2019-009.
FURTHERMORE, THIS ORGANIZATION CURRENTLY PROVIDES THESE SERVICES FOR THE
IMMIGRANT POPULATION AT THE ALBANY COUNTY CORRECTIONAL FACILITY AND THIS
AGREEMENT WOULD ALLOW THIS ARRANGEMENT TO CONTINUE AND BE ENHANCED BEYOND
THE CORRECTIONAL FACILITY

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
MEMORANDUM

TO: Jasper Mills
    Sheriff’s Office

FROM: Karen Storm
      Purchasing Agent

DATE: January 28, 2019

RE: RFP #2019-009 Immigrant Legal Defense and Support Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Capital District Women’s Bar Association Legal Project Inc. in the amount of $170,000.00.

Since Capital District Women’s Bar Association Legal Project Inc. is the sole proposer I believe that you have performed a thorough evaluation of the proposal submitted. I have no objection to the selection of Capital District Women’s Bar Association Legal Project Inc. for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.
Honorable Andrew Joyce  
Chairman, Albany County Legislature  
112 State Street, Room 710  
Albany, New York 12207  

Dear Mr. Joyce:

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

I respectfully request a resolution authorizing the Legislature to amend the current Capital Plan thereby allowing the Albany County Sheriff’s Office to increase the amount of the capital plan project from the original $5,000,000.00 to $10,000,000.00. This project estimate of $10,000,000.00, (which reflects the $9,000,000.00 currently requested under the Capital Plan and $1,000,000.00 which has already been secured in grant funding for infrastructure updates).

This increase in the project cost of the capital plan is based on several factors. First, there was recently a change in the scope of the E-911 Communications Center / Emergency Management Office project relative to the location. The capital plan project was recently amended changing the utilization of space from the 4th and 5th floors of the Albany County Nursing Home tower to available space in the Shaker Wing of the nursing home which will allow for expansion in the form of an approximately 6000 square foot addition to house a state of the art E-911 Communications Center.

Additionally, we are bound by more stringent code regulations which govern critical infrastructure and E-911 Communications Centers. Based on information from experts in this field, these changes will be extremely costly as the new construction of the E-911 Center will be located on the ground level. These regulations require bullet proof glass, thicker concrete, stronger steel, a large secure restricted access parking lot, and the hardening of the entire parameter of the communications center with aesthetically pleasing decorative security barriers. Other cost factors considered were the rising costs of construction materials as well as the technology items required for tele-communicators.

Furthermore, now that the project has changed, it was determined that a Construction Manager will now be necessary as this project would be too time consuming for general services to be able to accommodate.

Therefore, I would request that the Legislature approve an amendment to the Capital Plan in the amount of $10,000,000.00 to allow the E-911 Communications Center / Emergency Management Office project to move forward under the following schedule; $8,000,000.00 (2019), $1,000,000.00 (2020) and $1,000,000.00 in NYS Grant Funding (2020).

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.  
SHERIFF

cc: Hon. Daniel P. McCoy, County Executive  
Hon. Patrice Lockart, Public Safety Chairman  
Hon. Dr. Charles Dawson, Audit and Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: SEPTEMBER 21, 2018

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D. APPLE SR
TELEPHONE: 487-5438
DEPT. REPRESENTATIVE ATTENDING
COMMITTEE MEETING:

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION X
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)
STATE THE FOLLOWING:
CONTRACT TERMS/CONDITIONS: PARTY (NAME/ADDRESS):

AMOUNT/RATE SCHEDULE/FEE:
TERM:
SCOPE OF SERVICES:

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES _____ NO ____
FUNDING SOURCE:
COUNTY BUDGET ACCOUNTS:
REVENUE:
APPROPRIATION:
BOND(RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:
MANDATED PROGRAM/SERVICE: YES _____ NO X____
IF MANDATED CITE AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _____ NO X____
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL
STATE
COUNTY 100%
TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 527 OF 2017
DATE OF ADOPTION: 12/18/2017

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THE ALBANY COUNTY SHERIFF'S OFFICE RESPECTFULLY REQUESTS LEGISLATIVE APPROVAL TO AMEND THE CURRENT CAPITAL PLAN RELATIVE TO THE E-911 RELOCATION PROJECT. AS THE 4TH AND 5TH FLOORS OF THE NURSING HOME ARE NO LONGER AN OPTION DUE TO THE FISCAL IMPACT RESULTING FROM NEW CODE REGUALTIONS. AMENDMENT SHOULD PROVIDE FOR THE PROJECT TO CONTINUE AT THE SHAKER WING OF THE NURSING HOME.
BACK-UP MATERIAL SUBMITTED: , (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE, BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

SEE ATTACHED LETTER

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
**Sheriff’s Office**

**911 Communication’s Center & Emergency Management Relocation and Upgrade**

Relocation, renovation and modification to existing space and structure, together with new construction, located at the Albany County Nursing Home, primarily the Shaker Wing located at 780 Albany Shaker Road in Albany. This project would include design, demolition, construction modifications, relocation and installation of existing communications equipment as well as the purchase of additional communications equipment which would maximize space and upgrade technology. This would afford the sheriff's office the ability to provide additional and enhanced services to the citizens of Albany County and allow for future growth and consolidation efforts.

Amendment: Funding amended to represent $10.0 million project cost, $9.0 million in County Financing.

<table>
<thead>
<tr>
<th>New Project:</th>
<th>Existing Projects:</th>
<th>Amended Projects:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project amended for 2019-2023 - increased cost of project and extended time line.</td>
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**Project Financing (in millions of dollars)**

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<th>Year</th>
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<th>2022</th>
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<td>Appropriations</td>
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<tr>
<td>Project Total</td>
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<td></td>
<td>10.000</td>
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<tr>
<td>NYS Grant</td>
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<td>(1.000)</td>
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<td>(1.000)</td>
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<tr>
<td>Total County Cost</td>
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<td>8.000</td>
<td>1.000</td>
<td></td>
<td></td>
<td></td>
<td>9.000</td>
</tr>
</tbody>
</table>

**Capital Committee Recommendation:**
Honorable Andrew Joyce  
Legislative Clerk’s Office  
112 State Street, Room 710  
Albany, New York 12207  

Dear Chairman Joyce:

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

Legislative approval is required for Albany County to declare a negative declaration for the proposed renovations and construction to be undertaken at the Albany County Nursing Home located at 780 Albany Shaker Road, Albany, New York, which are subject to review pursuant to the State Environmental Quality Review Act (“SEQRA”).

Furthermore, the attached memo issued by the Albany County Department of Economic Development, Conservation and Planning (EDCAP) dated February 7, 2019, states that this project meets the criteria established for SEQR unlisted actions pursuant to 6 NYCRR 617.5(e)(1)(2)(25). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance beyond this determination is required at this time.

The County has taken the steps to complete the necessary environmental assessment. Following this review, it has been determined that the project, as proposed, will not have a significant impact on the environment. Please note that if there is a change in the scope of the project or significant changes to the expected area of disturbance, additional review may be required. As Albany County has made such declarations in the past, I have attached resolution 142 of 2017 as an example of similar legislation.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple Sr.  
Sheriff

Att.  
Cc: Hon. Daniel P. McCoy, County Executive  
Hon. Paul Miller, Public Safety Chairman  
Hon. Dr. Charles Dawson, Audit & Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel
MEMORANDUM

TO: Hon. Craig D. Apple, Albany County Sheriff
CC: Jasper Mills
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: February 7, 2019
RE: Capital Projects
SUBJECT: SEQR compliance for County Sheriff Communications Center

I have reviewed the documentation provided by for the referenced project as it relates to State Environmental Quality Review (SEQR). The proposed project includes the construction of a communications center to house 911 dispatch for the Albany County Sheriff’s Department. The project includes:

- Construction of an addition to ACRHCF with 3,600 sq.ft. basement and 11,800 sq.ft. first floor for use
- Construction of an employee parking lot approx. 7,000 sq. ft. for 47 cars

As described above, this project meets the criteria established for SEQR unlisted actions. Accordingly, a short environmental assessment form (see attached) has been completed. Based on a review of the information provided, this action has been determined not to have a significant impact on the environment and as such, no procedural compliance beyond this determination is required at this time.

Please be advised that any necessary permits required under GP-02-15-002 SPDES General Permit for Stormwater Discharges from Construction Activity must be obtained prior to construction. In addition, if there are any substantial modifications to the project size or location, the project should be resubmitted for review under SEQRA.

Should you have any questions or require additional information, please feel free to call me at your convenience.
**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.

<table>
<thead>
<tr>
<th>Part 1 - Project and Sponsor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Action or Project:</td>
</tr>
<tr>
<td>Communications Center for Albany County Sheriff Department</td>
</tr>
<tr>
<td>Project Location (describe, and attach a location map):</td>
</tr>
<tr>
<td>780 Albany Shaker Rd Albany, NY 12211</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
</tr>
<tr>
<td>The project is an addition to a wing of the Albany County Residential Health Care Facility which has 6778 sq ft of area. The new Communication Center addition will include a 3,603 sq ft basement and 11,803 sq ft first floor. The project also includes construction of an adjacent parking area for employees.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
<th>Telephone: 518-467-5348</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany County Sheriff - Jasper Mills</td>
<td>E-Mail: <a href="mailto:jasper.mills@albanycounty.ny.gov">jasper.mills@albanycounty.ny.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>16 Eagle St.</td>
<td></td>
</tr>
<tr>
<td>City/PO:</td>
<td>State:</td>
</tr>
<tr>
<td>Albany</td>
<td>NY</td>
</tr>
</tbody>
</table>

1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation?  
   - NO  
   - YES
   - [ ]

2. Does the proposed action require a permit, approval or funding from any other government Agency?  
   - NO  
   - YES
   - [ ]

3. a. Total acreage of the site of the proposed action?  
   - 10.2 acres
   - [ ]

   b. Total acreage to be physically disturbed?  
   - 1.5 acres
   - [ ]

   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?  
   - 10.2 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): County Health Care Facility, Airport  
   - [ ] Parkland

Page 1 of 3
5. Is the proposed action,  
   a. A permitted use under the zoning regulations?  NO YES N/A  
      ☑ ☐ ☐  
   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  
   ☑ ☐  

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:  
Wetlands under federal jurisdiction across the street and not impacted by this project. See letter from Army Corps of Engineers for Albany County Residential Health Care Facility project. No wetlands under jurisdiction on project site.
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?

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

16. Is the project site located in the 100-year flood plan?

<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑</td>
<td></td>
</tr>
</tbody>
</table>

17. Will the proposed action create storm water discharge, either from point or non-point sources?
   If Yes,
   a. Will storm water discharges flow to adjacent properties?
<table>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</table>
   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
   If Yes, briefly describe:
   Retention pond(s) will be installed for stormwater management.

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:
   ☑  ☐

19. 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:
   ☑  ☐

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:
   ☑  ☐

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: ___________________________ Date: ___________________________

Signature: ___________________________ Title: ___________________________
Part 1 / Question 7 [Critical Environmental Area] | No

Part 1 / Question 12a [National Register of Historic Places] | Yes

Part 1 / Question 12b [Archeological Sites] | Yes

Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies] | Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.

Part 1 / Question 15 [Threatened or Endangered Animal] | No

Part 1 / Question 16 [100 Year Flood Plain] | No

Part 1 / Question 20 [Remediation Site] | No
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?”

<table>
<thead>
<tr>
<th>Question</th>
<th>No, or small impact may occur</th>
<th>Moderate to large impact may occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>2. Will the proposed action result in a change in the use or intensity of use of land?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>3. Will the proposed action impair the character or quality of the existing community?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>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?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>7. Will the proposed action impact existing:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. public / private water supplies?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>b. public / private wastewater treatment utilities?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>11. Will the proposed action create a hazard to environmental resources or human health?</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>
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 project occurs within the Shaker Historic District. The potential impacts to historic/cultural resources on this site was examined as part of the expansion project for the Albany County Residential Health Care Facility (ACRHCF) which is attached and adjacent to this project. A Phase 1A Archeological Investigation dated February 2017 by Hartgen Archeological Associates, Inc., indicates that construction of the existing ACRHCF complex has significantly impacted the proposed disturbance area for the new construction, and that no adverse effects to the Historic District are anticipated. The Archeological Investigation indicates that the project area is considered as having a low archeological potential for yielding precontact cultural resources or historic resources dating from the 19th century or earlier, and that no further archeological investigation is recommended. Hartgen initiated consultation with NYSOPRHP on February 15, 2017, in accordance with the New York State Historic Preservation Act of 1980 (Section 14.09 of the New York Parks, Recreation and Historic Preservation Law). Correspondence from NYSOPRHP indicates that the project is expected to result in no impact on archaeological and/or historic resources listed in or eligible for the New York State and National Registers of Historic Places.

☐ 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. ANDREW JOYCE

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

Date
CHAIRMAN
Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)
### 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.

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<tbody>
<tr>
<td>Communication Center for Albany County Sheriff Department</td>
</tr>
</tbody>
</table>

**Name of Action or Project:**

Addition

**Project Location (describe, and attach a location map):**

780 Albany Shaker Road; Albany, New York 12211

**Brief Description of Proposed Action:**

The above project is an addition to an unoccupied wing at the Albany County Nursing Home which has 6,778sf of area. The new Communication Center addition will be approximately 11,800sf at the first floor and Basement 3,600sf which will be added on the east side of the existing building.

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leonard G. Angerame (Angerame Architects, P.C.)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Telephone:</th>
<th>518-454-9300</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail:</td>
<td><a href="mailto:len@angeramearchitects.com">len@angeramearchitects.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
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<tbody>
<tr>
<td>30 Essex Street</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City/PO:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>New York</td>
<td>12206</td>
</tr>
</tbody>
</table>

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>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
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<tbody>
<tr>
<td>[ ]</td>
<td>[ ]</td>
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</tbody>
</table>

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>
<thead>
<tr>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ]</td>
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</tbody>
</table>

3. a. Total acreage of the site of the proposed action?
   
<table>
<thead>
<tr>
<th>10.2 acres</th>
</tr>
</thead>
</table>

   b. Total acreage to be physically disturbed?
   
<table>
<thead>
<tr>
<th>1.5 acres</th>
</tr>
</thead>
</table>

   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?
   
<table>
<thead>
<tr>
<th>10.2 acres</th>
</tr>
</thead>
</table>

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): Skilled Nursing Facility, Parking for Airport
   - [ ] Parkland

5. | SEAF 2019 |
<p>| Page 1 of 3 |</p>
<table>
<thead>
<tr>
<th>Question</th>
<th>NO</th>
<th>YES</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Is the proposed action,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. A permitted use under the zoning regulations?</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Consistent with the adopted comprehensive plan?</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>If Yes, identify:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. a. Will the proposed action result in a substantial increase in traffic above present levels?</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Are public transportation services available at or near the site of the proposed action?</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>9. Does the proposed action meet or exceed the state energy code requirements?</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>If the proposed action will exceed requirements, describe design features and technologies:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Action will meet state energy code requirements.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Will the proposed action connect to an existing public/private water supply?</td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>If No, describe method for providing potable water:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Will the proposed action connect to existing wastewater utilities?</td>
<td></td>
<td>✓</td>
<td></td>
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<tr>
<td>If No, describe method for providing wastewater treatment:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>☑</td>
<td></td>
<td></td>
</tr>
<tr>
<td>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?</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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 plain?

- NO
- YES

17. Will the proposed action create storm water discharge, either from point or non-point sources?

If Yes,

   a. Will storm water discharges flow to adjacent properties?

   - NO
   - YES

   b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?

   If Yes, briefly describe:

   __________________________________________________________________________

   Storm water discharge will be combined with the existing conveyance system at the nursing home.

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

   __________________________________________________________________________

   A retention pond(s) will be provided. Size(s) will be determined in storm water management study.

19. 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/sponsoree: Leonard G. Angerame (Angerame Architects, P.C.)

Signature: ____________________________

Date: 6 February 2019

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

Dear Mr. Joyce:

I respectfully request a resolution authorizing the Legislature to bond-funding under the Capital Plan in the amount of $8,000,000.00 to allow for the Albany County Sheriff's Office to move forward with the E-911 Communications Center/Emergency Management Office Capital Project.

In pursuit of that objective, this correspondence is being forwarded to the Audit and Finance and the Public Safety Committees of the Albany County Legislature together with Majority and Minority Counsel.

A recent capital plan amendment, approved by the legislature, called for a change in location of this project from the 4th and 5th floors of the Albany County Nursing Home tower. This was due to a change in codes and regulations governing critical infrastructure and E-911 Communications Centers. In order to comply with the new code regulations, the entire tower would need to be stabilized with steel. To add steel reinforcement to the entire tower is inefficient, cost prohibitive and an unwise deployment of County resources.

This reality caused the Sheriff's Office to explore alternative options including various leasing options. After analysis, it was determined that due to increased leasing rates this would not be fiscally responsible. Furthermore, as the County would not own the building, the leasing options could potentially expose the County to higher rates in the future and particularly so if an expansion of the E-911 Center is required.

The best available option is another space located at the Nursing Home on ground level — the Shaker Wing. This option has three benefits. First, it provides for expansion opportunities in the future. Second, this option is better suited and more cost effective to meet the new stringent code regulations. Third, it would allow positive externalities in that the County's current construction project at the Nursing Home allows piggybacking of existing contracts and use of other County supervisory resources.

The increase in bond funding from $5,000,000.00 to $8,000,000.00 was based on a variety of contributing factors including; generalized estimates from experts in the field, lost or expired grant opportunities originally planned for, increased costs of construction materials, new regulation requirements for new critical care facilities, hardening of existing structure, separate secured parking lot which is now a requirement, construction manager required, astatically pleasing security barriers,
dedicated separate HVAC system to support Communications Center and Emergency Management Office and a dedicated additional power service requirement.

Therefore, I would request that the Legislature approve a Bond in the amount of $8,000,000.00 to allow the E-911 Center to be constructed at the Shaker Wing of the Nursing Home as reflected in the accompanying Request for Legislative Action.

Sincerely,

[Signature]

Craig D. Apple, Sr.
SHERIFF

Att.

cc: Hon. Daniel P. McCoy, County Executive
Hon. Patrice Lockart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit and Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: OCTOBER 10, 2018

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D. APPLE SR
TELEPHONE: 487-5438
DEPT, REPRESENTATIVE ATTENDING COMMITTEE MEETING:

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:

TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: ________________________________

PARTY (NAME/ADDRESS):

______________________________

AMOUNT/RATE SCHEDULE/FEES:

TERM:

SCOPE OF SERVICES:

______________________________

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES _______ NO ______

FUNDING SOURCE:

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:

BOND (RES. NO. & DATE OF ADOPTION)

______________________________

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES _______ NO X ___________

IF MANDATED CITISE AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES _______ NO X ___________

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

______________________________

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING 12 MONTHS 1/1/19 THRU 12/31/19

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 527 OD 2017

DATE OF ADOPTION: 12/18/2017

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

THE ALBANY COUNTY SHERIFF’S OFFICE RESPECTFULLY REQUESTS LEGISLATIVE APPROVAL

OF A BOND RESOLUTION AUTHORIZING $8,000,000 TO BE USED

IN THE RENOVATION, MODIFICATION AND RELOCATION OF OUR E-911 DEPT. INTO THE

SHAKER WING OF THE ALBANY COUNTY NURSING HOME. THIS PROJECT HAS

BEEN INCLUDED IN OUR 2019 CAPITAL PLAN.

BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,

BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS

AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

______________________________

______________________________

______________________________

______________________________

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
February 21, 2019

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

Dear Mr. Joyce:

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

With respect to the previously submitted request to bond funding under the Capital Plan in the amount of $9,000,000.00 which will be utilized to move forward with the E-911 Communications Center / Emergency Management Office project, I submit to you the following anticipated schedule as to when those funds will be needed, as set forth below:

**Emergency 911 Communications Center / Emergency Management Office**

2019 - $8,000,000.00  
2020 - $1,000,000.00

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.  
SHERIFF

Att.

cc: Hon. Daniel P. McCoy, County Executive  
Hon. Patrice Lockart, Public Safety Chairman  
Hon. Dr. Charles Dawson, Audit and Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Counsel
January 3, 2019

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

Dear Mr. Joyce:

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

I respectfully request a resolution authorizing the Legislature to amend the agreement between the County of Albany and Angerame Architects, P.C., originally approved under Resolution No. 99 for 2016. This amendment would permit the Albany County Sheriff’s Office to utilize the services of Angerame Architects, P.C. as outlined in the attached proposal and move forward with the amended capital project utilizing available space at the Albany County Nursing Home.

The requested contract amendment would have a cap not to exceed $835,000.00, which is based on a total project estimate cost of $10,000,000.00, (which reflects the $9,000,000.00 currently approved under the Capital Plan and $1,000,000.00 which has already been secured in grant funding for infrastructure updates).

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.  
SHERIFF

Att.  
cc: Honorable Daniel P. McCoy, County Executive  
Hon. Patrice Lockart, Public Safety Chairman  
Hon. Dr. Charles Dawson, Audit & Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Arnis Zilgme, Esq., Minority Leader
Sheriff Kerry B. Thompson  
Chief Deputy  
Albany County Courthouse  
16 Eagle Street, Room 79  
Albany, NY 12207  

January 3, 2019  

Re: 911 Center and Offices at the Albany County Nursing Facility  
Shaker Wing and New Addition  

Dear Sheriff Thompson,  

We are excited about working with you and your staff on the above project. It is our understanding this project consists of office space for the Sheriff's Department in the existing “Shaker Wing” and a new addition containing the “Call Center”.  

The “Shaker Wing” will be designed to comply Type B – Business Occupancy as defined by the New York State Building Code 2015 (NYSBC), with the exception of using bullet proof glass on the exterior of the existing building.  

The “Call Center” will be considered a “critical care” type facility, designed to be a Category IV structure and complying with NFPA 1221, 2016 edition and the New York State Building Code 2015 (NYSBC), The square footage of the new addition has yet to be determined but will be consistent with the requirements of similar facilities and requirements of the Sheriff's Department. Separate parking shall also be incorporated into the scope of work to provide for 50 cars, secured from the public.  

In addition, our proposal assumes the County will retain a Construction Manager during Schematic Design Phase for estimating, bid packages, bidding and overall construction coordination with the Contractor, during construction.  

If there are other requirements, please let us know, as it may affect our proposal.
Our proposal is as follows (note, AAPC = Angerame Architects PC):

**PROGRAMMING AND SPACE PLANNING**

Conduct interviews with team members to determine and reconfirm County's needs and define the functional and aesthetic goals of the Sheriff's Department. In addition, we will review timeframe, schedules, budget, and walk thru and photograph the building to aid us in the design process. In addition, we would like to tour a similar facility to understand the goals of the Department.

During this phase, we will also review all Structural, Mechanical, Electrical, & Plumbing required for the project. A preliminary structural review will be conducted to understand the requirements of the Mechanical Systems and its effect on the roof structure.

A review will be conducted with the Sheriff's Department to determine what furniture will be required.

At the completion of this phase, space plans will be prepared for areas that will be included in the design project. Preliminary needs, furniture layouts will be included.

Summary of work is as follows:

- Define design goals
- Establish "as built" building plans
- Prepare space plans including furniture layouts
- Review Structural, Mechanical, Electrical, & Plumbing requirements
- Assist in development of project timeline

**Timeframe:** 3 weeks from authorization to proceed.

**SCHEMATIC DESIGN PHASE**

AAPC shall review the program and other information furnished by the County and Construction Manager, and shall review laws, codes, and regulations applicable to AAPC's services.

AAPC shall prepare a preliminary evaluation of the County's program, schedule, budget for the Cost of the Work, Project site, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. AAPC shall notify the County of (1) any inconsistencies discovered in the information, and
(2) other information or consulting services that may be reasonably needed for the Project.

AAPC shall present its preliminary evaluation to County and Construction Manager and shall discuss with the County and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating sustainable design approaches, and consideration of the implementation of County’s sustainable objective, if any.

Based on the Project requirements agreed upon with the County, AAPC shall prepare and present to the County and Construction Manager, for the County's approval, a preliminary design illustrating the scale and relationship of the Project components.

Based on the County’s approval of the preliminary design, AAPC shall prepare Schematic Design Documents for the County’s approval and the Construction Manager’s review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

AAPC shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the County’s program, schedule and budget for the Cost of the Work.

AAPC shall consider with the County and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the County’s schedule and budget for the Cost of the Work.

AAPC shall submit the Schematic Design Documents to the County and the Construction Manager. AAPC shall meet with the Construction Manager to review the Schematic Design Documents.

Upon receipt of the Construction Manager’s review comments and cost estimate at the end of the Schematic Design Phase, AAPC shall, identify agreed upon adjustments to the Project’s size, quality, or budget, and request the County’s approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the County’s budget for the Cost
of the Work at the conclusion of the Schematic Design Phase, AAPC shall incorporate the required revisions in the Design Development Phase.

In the further development of the Drawings and Specifications during this and subsequent phases of design, AAPC shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the County.

**Timeframe: 6 weeks from approval of Programing Phase.**

**DESIGN DEVELOPMENT PHASE**

Based on the County's approval of the Schematic Design Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, AAPC shall prepare Design Development Documents for the County's approval and Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

Prior to the conclusion of the Design Development Phase, AAPC shall submit the Design Development Documents to the County and the Construction Manager. AAPC shall meet with the Construction Manager to review the Design Development Documents.

Upon receipt of the Construction Manager's information and estimate at the end of the Design Development Phase, AAPC shall take action and request the County's approval of the Design Development Documents.

**Timeframe: 10 weeks from approval of Schematic Design.**
CONSTRUCTION DOCUMENT PHASE

Based on the County's approval of the Design Development Documents, and on the County's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, AAPC shall prepare Construction Documents for the County's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The County and AAPC acknowledge that in order to construct the Work the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which AAPC shall review.

AAPC shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

During the development of the Construction Documents, CM shall prepare the following: (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications and may include sample forms. AAPC shall assist the County and Construction Manager in the development of the above work.

AAPC is not responsible for preparation of bid packages and Project Labor Agreement.

Prior to the conclusion of the Construction Documents Phase, AAPC shall submit the Construction Documents to County and the Construction Manager. AAPC shall meet with the Construction Manager to review the Construction Documents.

Upon receipt of the Construction Manager's information and estimate at the end of the Construction Documents Phase, AAPC shall obtain the County's approval of the Construction Documents.

Timeframe: 12 weeks from approval of Design Development Phase.
BIDDING PHASE

AAPC shall assist the County in bidding the Project by:

- Participating in a pre-bid conference for prospective bidders.
- Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in form of addenda.

Timeframe: 4 weeks from approval of Construction Document Phase.

CONSTRUCTION PHASE

AAPC shall provide administration of the Contract between County and the Construction Manager as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If County and Construction Manager modify AIA Document A201–2007, those modifications shall not affect AAPC services under this Agreement unless County and AAPC amend this Agreement.

AAPC responsibility to provide Construction Phase Services commences upon County’s acceptance of the Construction Manager’s Guaranteed Maximum Price proposal, County’s approval of the Construction Manager’s Control Estimate, or County’s issuance of a Notice to Proceed to the Construction Manager. AAPC responsibility to provide Construction Phase Services terminates on the date AAPC issues the final Certificate for Payment.

AAPC shall advise and consult with County and Construction Manager during the Construction Phase Services. AAPC shall have authority to act on behalf of County only to the extent provided in this Agreement. AAPC shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall AAPC be responsible for the Construction Manager’s failure to perform the Work in accordance with the requirements of the Contract Documents. AAPC shall be responsible for AAPC negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.
Evaluations of the Work

AAPC shall visit the site at intervals appropriate to the stage of construction (maximin of 20 visits), to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, AAPC shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Based on the site visits, AAPC shall keep County reasonably informed about the progress and quality of the portion of the Work completed, and report to County (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

AAPC has the authority to reject Work that does not conform to the Contract Documents. Whenever AAPC considers it necessary or advisable, AAPC shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether such Work is fabricated, installed or completed. However, neither this authority of AAPC nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of AAPC to the Construction Manager, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

AAPC shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either County or Construction Manager. AAPC's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of AAPC shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, AAPC shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. AAPC's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

Certificates for Payment to Contractor

AAPC shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. AAPC certification for payment shall constitute a representation to County, based on AAPC evaluation of the Work and on the
data comprising the Contractor's Application for Payment, that, to the best of AAPC's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by AAPC.

The issuance of a Certificate for Payment shall not be a representation that AAPC has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by County to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

AAPC shall maintain a record of the Applications and Certificates for Payment.

Submittals

AAPC shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. AAPC action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in AAPC professional judgment to permit adequate review.

In accordance with Contractor's approved submittal schedule, AAPC shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. AAPC review shall not constitute approval of safety precautions or, unless otherwise specifically stated by AAPC, of any construction means, methods, techniques, sequences or procedures. AAPC's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to
systems, materials or equipment, AAPC shall specify the appropriate performance and design criteria that such services must satisfy. AAPC shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to AAPC. AAPC shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

AAPC shall review and respond to requests for information about the Contract Documents. AAPC shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. AAPC’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, AAPC shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

Changes in the Work

AAPC may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, AAPC shall prepare Change Orders and Construction Change Directives for County’s approval and execution in accordance with the Contract Documents.

Project Completion

AAPC shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to County, for County’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

AAPC’s inspections shall be conducted with the County to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

When the Work is found to be substantially complete, AAPC shall inform the County about the balance of the Contract Sum remaining to be paid the
Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

AAPC shall forward to the County the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying County against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

Upon request of County, and prior to the expiration of one year from the date of Substantial Completion, AAPC shall, without additional compensation, conduct a meeting with County to review the facility operations and performance.

INTERIOR DESIGN

AAPC will be responsible for Interior Design Services consisting of the following:

i. Material selections for all spaces, inclusive of floors, walls, ceilings, trim work, handrails, doors, hardware, etc. Colors for the above shall also be provided.

ii. Window Treatment selections inclusive of material and colors shall be provided.

iii. Furniture selections for all spaces shall be provided.

iv. Wayfinding system shall be designed for the facility incorporating signage design for ADA compliance.

FEE

Since, the project has not been completely defined at this time, AAPC proposed an 8.35% fee, based on the Guaranteed Maximum Price for the project, based on the Construction Manager's final estimate. The fee should not exceed
$835,000, unless project scope increases over $10,000,000.00. Additional services are in addition to the fee above.

The fee breakdown is as follows:

- Programming & Space Planning 1.5%
- Schematic Phase 13.5%
- Design Phase Services 20.0%
- Construction Document Services 40.0%
- Bidding Phase 5.0%
- Construction Phase 20.0%

**REIMBURSABLE**

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*Hourly rates will increase 5% on January 1, 2019.
ADDITIONAL SERVICES:

If during this project the County and AAPC agree that additional services are required to fill the development program, AAPC upon request, will present a proposal for such services. The following items may be incurred:

- Preparation of Alternates
- Additional meetings exceeding ten (10)
- Printing and postage of documents for Bid Packages
- Renderings, inclusive of computer modeling

The above services performed by our staff, will be reimbursed at our hourly rates. If consultants are required, our fee would include a 10% override on their cost to us.

EXCLUSIONS:

- Hazardous Materials
- Inspection Services as required by NYSBC
- Cost estimates
- Services for topographic survey, legal descriptions, off-site improvement design, and soils investigation reports or testing
- The analysis, design or construction for infrastructure of utilities or technology backbone
- Traffic analysis and circulation
- Application forms for NYSERDA grants, etc.
- LEED and/or Commissioning
- As-built drawings and documentation of completed work
- Geotechnical Engineer
- Scheduling and Phasing Plans
- PLA/Labor negotiations
- Prime Contracts over five (5).
- Professional Liability shall be limited to $1,000,000.00.
- Fee is based on a project construction schedule completed within twelve (12) months and 20 site visits.
If this proposal is acceptable, please advise how you would like to proceed with a contract. In reviewing the proposal, should you have any questions, please contact me at your convenience.

We look forward to working with you on this very important and exciting project.

Sincerely,

Leonard G. Angerame, AIA
President
Angerame Architects, P.C.
January 15, 2019

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

Dear Mr. Joyce:

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

I respectfully request a resolution authorizing the Legislature to amend the agreement between the County of Albany and Gilbane Building Company, originally approved under Resolution No. 442 for 2016 which was adopted October 13, 2016. This amendment would permit the Albany County Sheriff’s Office to utilize the services of Gilbane Building Company as outlined in the attached proposal and move forward with the amended capital project which will now include an estimated 6000 square foot addition as well as renovations to existing space on the Shaker Wing of the Albany County Nursing Home.

The requested contract amendment would have a cap not to exceed $333,778.00, which is based on an estimate of actual time worked over the course of the entire project which has been approved under the Capital Plan.

Should there be any questions, do not hesitate to call.

Sincerely,

Craig D. Apple, Sr.
SHERIFF

Att.
cc: Honorable Daniel P. McCoy, County Executive
Hon. Patrice Lockart, Public Safety Chairman
Hon. Dr. Charles Dawson, Audit & Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Leader
REQUEST FOR LEGISLATIVE ACTION

DATE: JANUARY 15, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 487-5440

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
APPROVAL/ADOPTION OF PLAN/PROCEDURE
BOND APPROVAL
BUDGET AMENDMENT (SEE BELOW)
CONTRACT AUTHORIZATION (SEE BELOW)
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
INCREASE ACCOUNT/LINE NO.
SOURCE OF FUNDS:
TITLE CHANGE:

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUESTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT:
NEW
RENEWAL
SUBMISSION DEADLINE DATE
SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

PARTY (NAME/ADDRESS):
GILBANE BUILDING COMPANY
7 SOUTHWOODS BLVD, 3RD FLOOR
ALBANY, NY 12211

AMOUNT/RATE SCHEDULE/FEES:
NOT TO EXCEED $333,778.00 BASED ON AN ESTIMATE OF ACTUAL TIME
WORKED OVER THE COURSE OF THE ENTIRE PROJECT

TERM:

SCOPE OF SERVICES: WE ARE LOOKING TO AMEND RES. # 442 OF 2016
ADOPTED OCTOBER 13, 2016. THIS AMENDMENT WOULD PERMIT THE
SHERIFF’S OFFICE TO UTILIZE THE SERVICES OF GILBANE BUILDING CO.

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO X

COUNTY BUDGET ACCOUNTS:
REVENUE:

APPROPRIATION: 2019 CAPITAL PLAN

BOND(RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES NO X
IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET: YES NO X
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL
STATE
COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 442 OF 2016 (COPY ATTACHED)
DATE OF ADOPTION: 10/13/2016

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THIS PROPOSED AMENDMENT WOULD ALLOW THE ALBANY COUNTY SHERIFF’S OFFICE TO
UTILIZE THE SERVICES OF GILBANE BUILDING COMPANY AS OUTLINED IN THE ATTACHED
PROPOSAL AND MOVE FORWARD WITH THE CAPITAL PROJECT, WHICH WILL INCLUDE AN
ESTIMATED 6,000 SQUARE FOOT ADDITION AS WELL AS RENOVATIONS TO EXISTING
SPACE ON THE SHAKER WING OF THE ALBANY COUNTY NURSING HOME

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
January 15th, 2019

Sherriff Craig Apple
Albany County Sherriff's Department
16 Eagle St.
Albany, NY 12207

RE: Contract Amendment request for Additional Services (REV 1)
   Albany County Sheriff's Department 911 Call Center Project

Dear Sherriff Apple,

I am respectfully submitting this request for a contract amendment to our current Agreement for Construction Management Services on the Albany County Nursing Home. The Amendment will incorporate providing Construction Management services on the Albany Sheriff's Department 911 Call Center project. The specific scope of services and assumptions our proposal is based on are as follows:

Preconstruction Phase services to include the following:
1. (1) Estimate of Probable Cost at the completion of the schematic design.
2. (1) Value Engineering Charette and Cost Review following the schematic design phase.
3. (1) Estimate of Probable Cost at the completion of the developmental design.
4. Continuous coordination of project specifics in relation to the ACNH Project.
5. Construction milestone schedule and phasing plan.
6. Attendance at regular coordination meetings as necessary with the client and Architect.
7. Solicitation, coordination, review, and recommendation of contract amendment for current Single Prime GC.
8. Solicitation, coordination, review, and recommendation of contract amendments for 3rd party vendors to include; Testing and Special Inspections, Hazardous Monitoring & Testing and State Contracts within continuity of the ACNH project.

Construction Phase Services to include the following:
1. Project Controls for and administration of Submittals, RFI's and Drawing Updates.
2. Schedule reviews and analysis of construction progress in relation to GC contractual milestone dates.
3. Weekly coordination and project progress meetings.
4. Change management review and project financial status updates.
5. Field supervision based on maximum 12 month construction schedule to include the following;
   - Daily full time site supervision
   - Verification of construction for conformance to construction documents, AHJ requirements and quality standards.
7. Coordination of construction between ACSD and ACNH Project.
8. Coordination of construction between GC and ACSD vendors/contractors.
Total Value for Services provided above, after offering a voluntary fifteen thousand dollar discount from our original proposal, shall be Three Hundred, thirty-three thousand, seven hundred and seventy-eight dollars and no cents ($333,778.00).

Additional Clarifications:
- All services to be completed no later than 12/31/2020 - coinciding with the end date of the current ACNH contract agreement.
- Project Field office to be provided by GC - required due to loss of current location upon commencement of construction.
- Services shall be invoiced for on a monthly basis as follows:
  - Pre-Construction - $65,480.00. One-Third each at completion of Schematic Phase, Design Development Phase, & Construction Documents Phase.
  - Construction - $283,267.00. Divided into twelve equal monthly payments over the duration of the construction phase.

If you have any questions regarding this request for additional services, please do not hesitate to contact me at your convenience. It is our pleasure to continue our relationship serving Albany County and developing a lasting relationship with the Sherriff’s Department. We look forward to seeing you successfully move into your exciting new location.

Sincerely,

Keith Leal, Project Executive
Gilbane Building Company
RESOLUTION NO. 442

AUTHORIZING AN AGREEMENT WITH GILBANE BUILDING COMPANY REGARDING CONSTRUCTION MANAGEMENT SERVICES FOR THE ALBANY COUNTY NURSING HOME RENOVATION PROJECT

Introduced: 10/13/16
By Audit and Finance Committee:

WHEREAS, The Executive Director of the Albany County Nursing Home has requested authorization to move forward on an agreement for construction management services for various projects at the Albany County Nursing Home, including installation of HVAC systems, transformer and electrical power distribution upgrades and kitchen redesign and renovation, and

WHEREAS, The Executive Director indicated that the construction manager will oversee the various sub-contractors throughout the construction process, and will also work on implementing the approved projects outlined in the 2016 and 2017 Capital Programs, and

WHEREAS, The Department, through the County Purchasing Agent, issued a request for bids and five bids were received, and

WHEREAS, The Department has reviewed said bids and recommended Gilbane Building Company be awarded the contract for services, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with Gilbane Building Company, 7 South Woods Blvd., Albany, New York 12211 in an amount not to exceed $1,537,104 regarding construction management services for various projects at the Albany County Nursing Home, 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. 10/13/16
December 12, 2018

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action to amend the 2019-2023 Capital Plan project regarding the Anaerobic Digestion of Bio-solids/Regional Organics to Energy Facility Project. The first sentence of the description for this item needs to be updated to state that the facility will be constructed at the North Plant rather than the South Plant. There are no fiscal changes related to this amendment.

If you have any questions or need additional information, please do not hesitate to contact me at 447-5525.

Sincerely,

[Signature]

Shawn Theelen
Commissioner
Department of Management & Budget

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Requesting an amendment to the 2019-2023 Capital Plan

Date: 12/12/2018
Submitted By: Shawn Thelen
Department: Management & Budget
Title: Commissioner
Phone: 518-447-5525
Department Rep.: Shawn Thelen
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
   Choose an item.
   Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  
   Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
   Click or tap here to enter text.

Additional Parties (Names/addresses):
   Click or tap here to enter text.

Amount/Raise Schedule/fee:
Scope of Services:
   Click or tap here to enter text.
   Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
   Yes ☐ No ☐
If Mandated Cite Authority:
   Albany County Charter - Article 6, Section 608
Is there a Fiscal Impact:
   Yes ☐ No ☐
Anticipated in Current Budget:
   Yes ☐ No ☐

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

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

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: Click or tap here to enter text.
Local: Click or tap here to enter text.

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

Impact on Pending Litigation
Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Albany County Water Purification District is requesting to amend the 2019-2023 Capital Plan project regarding the Anaerobic Digestion of Bio-solids/Regional Organics to Energy Facility Project. The first sentence of the description for this item needs to be updated to state that the facility will be constructed at the North Plant rather the South Plant. There are no fiscal changes related to this amendment.
**Anaerobic Digestion of Bio-solids / Regional Organics to Energy Facility**

Design, construct and operate an anaerobic digester to energy facility at the North Plant to replace existing ultimate disposal method of sewage sludge. The facility will also be a regional source separated organic (SSO) facility. This project will replace aging equipment, generate electricity and provide a regional disposal location for SSO's to remove organic waste from landfills. This project would be a major "green" initiative and beneficially use renewable energy resources.

**Amendment:** This project will be located at the North Plant, with related improvements at the South Plant.

<table>
<thead>
<tr>
<th>New Project:</th>
<th>Existing Projects:</th>
<th>Amended Projects: 1</th>
</tr>
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<tbody>
<tr>
<td>Project amended for 2019-2023 - updating funding sources and total cost of project.</td>
<td>Project Financing (in millions of dollars)</td>
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<tr>
<td>Year</td>
<td>Pre 2018</td>
<td>2018</td>
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<tr>
<td>County Debt (Bonds &amp; BANS)</td>
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<td>-</td>
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<tr>
<td>Appropriations</td>
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<td>0.025</td>
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<tr>
<td>State Reimbursement</td>
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<td>-</td>
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<tr>
<td>Federal Reimbursement</td>
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<tr>
<td>Total County Cost</td>
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<td>0.025</td>
</tr>
</tbody>
</table>

**Capital Committee Recommendation:**
January 11, 2019

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

Dear Chairman Joyce:

The Department of General Services respectfully requests legislative approval to amend our current 2019 Capital Plan by increasing the amount from $875,000 to $4,375,000 for the Times Union Center Garage Elevators and General Repairs Project.

After reviewing the engineering survey of the property, it was determined that there are emergency repairs, Priority 1 items and engineering as well as concrete and structural repairs needed to stabilize the existing structure and elevators in order to move forward with the planned upgrades.

Many of these Priority 1 items are matters regarding the newly updated NYS Codes for Engineering of Elevators for All Garages. A number of the structural deficiencies need to be promptly addressed to bring the facility up to compliance, so that the planned work can proceed.

If you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

David M. Latina
Commissioner
Department of General Services

DML:p1
Enclosures

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Mauriello, Minority Leader
Kevin Cannizzaro, Esq., Majority Counsel
Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Amending the 2019 Capital Plan

Date: 12/28/2018
Submitted By: David M. Latina
Department: General Services
Title: Commissioner
Phone: 447-7207
Department Rep.:
Attending Meeting: David M. Latina

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☐ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☒ Other: (state if not listed) Amend the 2019 Capital Plan

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant
  Choose an item.
  Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap to enter text.

Contract Terms/Conditions:

Party (Name/address):
  Click or tap here to enter text.

Additional Parties (Names/addresses):
  Click or tap here to enter text.

Amount/Receive Schedule/Fee:
Scope of Services:
  Click or tap here to enter text.
  Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒
If Mandated Cite Authority:
  Click or tap here to enter text.

Is there a Fiscal Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☐ No ☐
File #: TMP-0551, Version: 1

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

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

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 1/1/2019-12/31/2019
Length of Contract: 12 months

Impact on Pending Litigation Yes □ No □
If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
The Department of General Services respectfully requests legislative approval to amend our current 2019 Capital Plan by increasing the amount from $875,000 to $4,375,000 for the Times Union Center Garage Elevators and General Repairs Project.

After reviewing the engineering survey of the property, it was determined that there are emergency repairs, Priority 1 items and engineering as well as concrete and structural repairs needed to stabilize the existing structure and elevators in order to move forward with the planned upgrades.

Many of these Priority 1 items are matters regarding the newly updated NYS Codes for Engineering of Elevators for All Garages. A number of the structural deficiencies need to be promptly addressed to bring the facility up to compliance, so that the planned work can proceed.
General Services

Garage Elevators and General Repairs

Elevators in the TUC garage have been repaired numerous times due to water infiltration. Service company has indicated the parts needed for repair are obsolete. Stairwell pans are rusting out on several stair cases. Various other repairs such as caulking is needed to divert water to drains and protect mechanical and electrical equipment as well as further deterioration.  

Amendment: Adding $3.5 million to requested 2019 amount. Originally $875K for 2019, additional funds needed to repair concrete and complete structural repairs needed to stabilize the existing structure and elevators.

<table>
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<td>Pre 2018</td>
<td>2018</td>
</tr>
<tr>
<td>County Debt (Bonds &amp; BANS)</td>
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<td>0.750</td>
</tr>
<tr>
<td>Total County Cost</td>
<td>-</td>
<td>0.750</td>
</tr>
</tbody>
</table>

Capital Committee Recommendation:
August 29, 2018

Richard A. Campagnola, R.A.
Principal Architect
C.T. MALE ASSOCIATES
50 Century Hill Drive
Latham, NY 12110

Re: ALBANY COUNTY TIMES UNION CENTER PARKING GARAGE, ALBANY, NY
Parking Garage Condition Survey Report

Dear Mr. Campagnola,

At your request, we have performed a condition assessment of the Parking Garage at the Times Union Center in Albany, New York. The purpose of the assessment was to identify existing deterioration and to recommend repair and maintenance actions to extend the life of the parking garage. The assessment of existing conditions consisted of visual observations and acoustic sounding of selective, representative areas of the supported floor slabs. A limited set of architectural, precast, and MEP drawings were provided for our review.

This report is a summary of observations, findings, and recommendations for repair and maintenance measures. The report also includes estimated construction costs for the recommended maintenance and repair program. This executive summary is being issued in advance of our full report. Our full report shall also include a proposed recommended repair program that can be implemented by the County.

INTRODUCTION

The parking garage is a six (6) level precast concrete parking garage. The parking garage was constructed in 1989 and has approximately 1100 parking spaces. The parking garage is a four (4) bay self-park facility with angled parking and one-way traffic circulation.

There are two entrances to the parking garage. A two-lane entrance ramp branching off from Market Street and is located at the Southwest side of the garage and provides access to and from the 4th level of the garage. The main entrance/exit is located at the Northwest of the garage and serves incoming and exiting vehicles to and from Beaver Street and Wendell Street.

The parking garage structure has one (1) on-grade level, and five (5) supported levels with approximately 328,000 square-feet of total slab area. The supported levels consist of precast concrete construction using 9’-10” wide pre-topped precast concrete double tees. The double tees span 51’-5” and are supported by precast girders spanning 29’-6” framed into precast concrete columns. The slab is supported by precast spandrel beams at the exterior of the garage and by precast bearing walls along the sloped ramp bays.

All services delivered by Weatherproofing Technologies, Inc.
The garage facility includes four (4) stair towers located at the Northwest, Northeast, Southwest and Southeast ends of the garage and are constructed using precast concrete wall panels. There are two (2) elevator towers connecting the six levels of the parking garage. An elevator is located at the Northeast stair tower and an additional elevator is located at the Northwest corner of the garage.

The façade of the garage is constructed with precast concrete wall panels and spandrel beams. Walls along the ground floor of the garage are exposed, cast-in-place concrete foundation walls.

**EXECUTIVE SUMMARY**

The Albany County Times Union Center Parking Garage is in fair to poor condition. The Parking garage has suffered considerable structural deterioration of the precast concrete elements such as precast double tees, inverted tee girders, bearing corbels, columns and walls. The worst deterioration has occurred at the roof level precast double tees and inverted tee girders, and the 2nd level precast tees.

The deterioration has been caused by corrosion damage resulting from exposure to water and road salts as well as scaling damage resulting from repeated freeze-thaw cycles.

In addition to structural deterioration, the waterproofing elements of the parking garage have generally failed and are no longer effective in providing protection from leakage. The parking garage is also in need of new waterproofing measures such as waterproofing membranes, penetrating sealers and protective coatings to prevent damage.

Considering the current level of deterioration of the parking garage, we strongly recommend a comprehensive repair, restoration and preventive maintenance program to address the existing structural deterioration, repair or replace existing waterproofing measures and provide new preventive maintenance measures. The recommended repair program is designed to address structural and durability issues and to extend the service life of the parking garage to the greatest extent possible.

**STRUCTURAL & CONCRETE REPAIRS**

Items of structural deterioration were noted throughout the garage and are generally a result of salt-laden water infiltration and exposure to typical freeze-thaw cycles. We observed extensive concrete spalling and cracking at floor slabs and soffits and structural members such as beams, columns, and walls. Most of the scaling damage was observed at the exposed roof level but considerable damage was also observed at the lower levels, around stairwell landing and stair treads/risers.

The steel connectors between double tee flanges are an integral and essential part of the parking garage structural system. These connectors as well as others along the inverted tee girders and along the perimeter walls and columns provide the load transfer mechanism and diaphragm action that is essential for the structural stability of the parking garage. We observed signs of damage to the connectors in the form of concrete spalls and corrosion staining.

It appears that previous “stitch” repairs have been provided with cutout channels of embedded structural steel or carbon fiber rods. These appear to have been provided mostly over the inverted tee girders and at double tee joints as a response to observed deterioration of the
connectors. Some of these “stitch” repairs appear to be failing and we cannot be certain of the structural efficiency of these retrofit repair elements. We also observed overhead, supplementary steel connectors to have been installed at several locations of the tee joints throughout the parking garage, mostly at the roof level.

Cracking, spalling and scaling of concrete toppings and floor slabs was observed along the inverted tee girders, perimeter concrete washes and the precast tee flanges at the top and bottom of sloping vehicular ramps. The worst conditions were observed on the roof level though the same conditions were also observed on the lower levels in varying degrees of severity. These are serious conditions that can result in structural weakening and partial collapses at the worst locations. We also observed scaling (freeze-thaw) damage at floor slabs and stair landings.

The following is a summary of the recommended structural and concrete repairs in the garage:

- Remove and replace selected cracked, debonded, and scaled areas of cast-in-place concrete topping and floor slabs. Approximately 8-foot-wide strips over inverted tee girders are recommended to enable new, embedded connector rebars to be placed to ensure structural stability.
- Partial depth concrete patch repairs at delaminated and spalled sections of the floor slab, especially along corroded flange connectors.
- Overhead concrete patch repairs at cracked and spalled areas of slab soffits, tee stems, beams, etc.
- Vertical concrete patch repairs at cracked and spalled areas of columns, walls, etc.
- Provide concrete patch repairs at loose and spalled areas of the concrete façade.
- Full depth slab repairs along tee flanges at the top and bottom of supported ramps.
- Provide supplemental shear connectors at locations of heavily corroded and broken tee flange connectors and inverted tee girder connectors.
- Re-tension loose and sagging vehicle barrier cables. Replace deteriorated cables and anchorages. Clean and coat corroded vehicle barrier cables with rust inhibitive coatings.
- Concrete scaling repairs at floor slabs and landings.
- Remove sealant at connection pockets, lift pockets, etc. and provide new epoxy mortar mix.
- Provide retrofit steel repairs along steel column at East elevation.
- Stabilize deteriorated and displaced precast concrete wall panels at Southwest Stairwell.
- Provide stair repairs at selected heavily corroded stairs and framing. Includes removal and replacement of selected heavily corroded stair and landing pans and framing, replacement of concrete fills at stair treads and landings, and cleaning and coating metal with rust inhibitive coatings.
- The steel column provided at the East elevation for threading of barrier cables should be better attached at each floor slab as well as strengthened at the base support slab to ensure that is able to transfer impact loads to the floor slab without collapsing.

PREVENTIVE MAINTENANCE & WATERPROOFING WORK

Lack of waterproofing measures as well as failure of existing waterproofing elements has resulted in much of the damage that we observed in the parking garage. Considerable scaling (freeze-thaw) damage has occurred on the surface of the concrete slab, walls, columns, etc.,
at the Roof level and cracked and debonded slab sealants were noted throughout the garage. Extensive through slab leakage was identified along leaking tee-tee joints which has caused corrosion damage and spalling along slab flange connectors.

A comprehensive preventive maintenance program is recommended to protect structural repairs, help prevent further damage to the structural system of the garage and reduce leakage. The following repairs are recommended to address the observed waterproofing and preventive maintenance concerns:

- Provide new traffic bearing waterproofing membrane over the entire Roof level floor slab.
- Provide new traffic bearing waterproofing membrane strips over the cast-in-place concrete pour strips, washes, and stair landings.
- Powerwash clean and seal all floor slabs not scheduled to receive waterproofing membranes (levels 2-5) with new water repellent surface sealer.
- Rout and seal floor slab cracks.
- Remove and replace all caulk sealants at floor slabs.
- Remove and replace all façade sealants. Includes provision of sealant at panel to panel joints.
- Powerwash clean and seal the entire concrete façade with a new water repellent surface sealer.
- Powerwash clean and coat the entire Roof level concrete columns, walls, etc. with a new elastomeric waterproofing coating.
- Clean and coat all corroded vehicle barrier cables with a rust inhibitive coating.
- Clean and coat all corroded structural metal connections, anchors, etc. with a rust inhibitive coating.

MISCELLANEOUS CONDITIONS

Several miscellaneous or specific conditions were observed in the garage. This work includes:

- Rebuild displaced CMU block wall at Northwest stair tower.
- Provide grout repairs at precast concrete façade panel and column bearing.
- Restripe floor slabs and graphics once waterproofing membranes and sealers are installed.
- Replace/reset displaced and spalled concrete wheel stops.
- Provide new supplemental floor drains at selected locations of water accumulation. Clean and coat corroded piping with rust inhibitive coatings.
- Remove and replace deteriorated glazing sealants/seals at stair/elevator tower facades.
- The existing electrical wires for the lighting system appear to be a mix of loose wires and conduit contained wires. Loose, flexible wires appear to be a code violation that should be addressed. In addition, the light levels in the parking garage appear to be low and may not be providing the required level of illumination for user comfort and safety. We recommend a separate review of the lighting system to determine the efficiency of the existing system and the cost-effectiveness of replacement and installation of new fixtures. The cost of replacement is likely to be in the $500,000 to $700,000 range.
SUMMARY OF ESTIMATED CONSTRUCTION COSTS:

Following is a summary of the estimated costs for the repair and maintenance program. A more detailed and line itemized estimate of cost is presented later in this report.

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<thead>
<tr>
<th>Description</th>
<th>Priority 1</th>
<th>Priority 2/3</th>
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<tbody>
<tr>
<td>General Conditions &amp; Temporary Protection</td>
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<tr>
<td>Concrete &amp; Structural Repairs</td>
<td>$2,561,000</td>
<td>$0</td>
</tr>
<tr>
<td>Preventive Maintenance &amp; Waterproofing</td>
<td>$969,500</td>
<td>$1,972,500</td>
</tr>
<tr>
<td>Miscellaneous Work, Architectural, Drainage, etc.</td>
<td>$23,500</td>
<td>$145,500</td>
</tr>
<tr>
<td>Subtotal Estimated Construction Budget</td>
<td>$5,804,500</td>
<td></td>
</tr>
<tr>
<td>Engineering Design, Drawings, &amp; Specifications</td>
<td>$194,000</td>
<td></td>
</tr>
<tr>
<td>Construction Administration &amp; Technical Supervision</td>
<td>$349,500</td>
<td></td>
</tr>
<tr>
<td>Total Estimated Construction Budget</td>
<td>$6,348,000</td>
<td></td>
</tr>
</tbody>
</table>

Estimated construction costs presented above are in 2018 dollars. Providing a single construction package inclusive of all priority 1, 2 and 3 items will minimize the disruption of the garage operations and implement proactive maintenance requirements for the garage for the next ten years. If a phased repair approach is desired to accommodate budgetary concerns, the prioritized items above can be combined with expected budgets and desired time frames to develop a phased, multi-year repair program. It should be kept in mind that additional costs will be incurred in a phased program resulting from breaking up the work into smaller pieces to be provided over a period of several years.

The following report sections include details of the findings, conclusions and recommendations with a line-itemized repair program cost estimate.
## RECOMMENDED REPAIR PROGRAM

### RECOMMENDED REPAIR & PREVENTIVE MAINTENANCE PROGRAM & BUDGET COST ESTIMATE

**ALBANY COUNTY TIMES UNION CENTER PARKING GARAGE**  
Albany, New York  
August 21, 2018

<table>
<thead>
<tr>
<th>No.</th>
<th>DESCRIPTION</th>
<th>EST. COST</th>
<th>PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization &amp; Demobilization</td>
<td>$13,500</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Temporary Interior and Exterior Protection, Shoring, Barricading, Traffic Phasing, Safety Measures etc.</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Work Access: Hydraulic Lifts, Scaffolding, Swingstages, etc.</td>
<td>$49,000</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Contractor's General Conditions</td>
<td>$45,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal General Conditions &amp; Temporary Protection Etc.</strong></td>
<td><strong>$132,500</strong></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Replacement of selected sections of floor slab topping/CIP pour slabs over inverted tee girders, stair landings, slab perimeters, etc. Includes provisions for new sealed control joints.</td>
<td>$233,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>6</td>
<td>Partial Depth Patch Repairs at prestressed tee flanges, primarily at the Tee to Tee Connections and Spanned Flange Connections. Includes cleaning and coating corroded shear connectors with rust inhibitive primers</td>
<td>$144,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>7</td>
<td>Provide New Supplemental Shear Steel Angle shear connectors installed along the underside of the tee-tee joints at locations of existing broken and corroded connections</td>
<td>$83,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>8</td>
<td>Provide new supplemental steel angle connections between Roof Level double tee slabs and inverted tee beams</td>
<td>$107,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>9</td>
<td>Provide full depth flange repairs along top and bottom of ramps. Provide new sealed control joints.</td>
<td>$594,500</td>
<td>1 - Important</td>
</tr>
<tr>
<td>10</td>
<td>Provide Overhead patch repairs at girders and tee flanges</td>
<td>$218,500</td>
<td>1 - Important</td>
</tr>
<tr>
<td>11</td>
<td>Provide Overhead and Vertical Patch Repair at Columns, Walls, Softfix, Corbels, Tee Stems, etc.</td>
<td>$136,500</td>
<td>1 - Important</td>
</tr>
<tr>
<td>12</td>
<td>Re-tension/Replace loose/sagging and corroded impact cable barriers</td>
<td>$140,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>13</td>
<td>Floor Slab scaling repairs at Roof Level slab and at selected stair landings</td>
<td>$48,500</td>
<td>1 - Important</td>
</tr>
<tr>
<td>14</td>
<td>Great Pocket repairs at connections, lift pockets, façade, etc. Including removal of sealant, cleaning &amp; painting underlying corroded steel elements, and patching with a new epoxy mortar mix</td>
<td>$36,500</td>
<td>1 - Important</td>
</tr>
<tr>
<td>15</td>
<td>Provide stair repairs at selected locations of stair/exit towers. Includes replacement of selected heavily corroded metal pans and framing at stairs and landings, concrete fill replacement at stairs and landings, and cleaning and coating metal pans and framing with rust inhibitive coatings.</td>
<td>$630,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>16</td>
<td>Structural stabilization of precast walls at southwest stairwell</td>
<td>$29,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>17</td>
<td>Façade concrete patch repairs at loose and delaminated areas</td>
<td>$96,500</td>
<td>1 - Important</td>
</tr>
<tr>
<td>18</td>
<td>Miscellaneous Structural Repairs including Rebuilding displaced block wall at Roof level Northwest stair tower façade, grout bearing repairs, remove and reset existing chain link fence at East elevation to access barrier cables for repairs, etc.</td>
<td>$82,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal Concrete &amp; Structural Repairs</strong></td>
<td><strong>$2,561,000</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Priority Legend:
- Priority 1 - Important: Work recommended within 1 year  
- Priority 2 - Short Term: Work recommended within 3 years  
- Priority 3 - Programmed: Work recommended within 5 years

CONTINUED ON NEXT PAGE
# Preventive Maintenance & Waterproofing

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remove and Replace all Slab Joint Sealants (Tea Tea joints, perimeter joints, control joints, etc.) at the roof level of the garage</td>
<td>$140,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>Shot blast clean and provide new traffic bearing waterproofing membrane over the entire Roof Level</td>
<td>$563,500</td>
<td>1 - Important</td>
</tr>
<tr>
<td>Provide New Traffic Bearing Waterproofing Membrane over the CIP Pour strips on all levels (levels 2 - 5) of the parking garage, includes washes atturning bays, stairs and landings, slab perimeters, etc.</td>
<td>$125,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>Rout and Seal selected &quot;wide&quot; Floor Slab Cracks</td>
<td>$41,000</td>
<td>1 - Important</td>
</tr>
<tr>
<td>Remove and Replace all Slab Joint Sealants (Tea Tea joints, perimeter joints, control joints, etc.) at the lower levels (Level 2 - 6)</td>
<td>$489,000</td>
<td>2 - Short Term</td>
</tr>
<tr>
<td>Clean and coat corroded vehicle barrier cables with rust inhibitive coatings. Includes providing new sheathing</td>
<td>$142,500</td>
<td>2 - Short Term</td>
</tr>
<tr>
<td>Remove and Replace all Façade Sealants. Includes provision of new sealants along parapet to panel joints at parapet walls</td>
<td>$70,500</td>
<td>2 - Short Term</td>
</tr>
<tr>
<td>Seal sections of floor slabs not scheduled to receive new waterproofing membrane with a new Water Repellent Surface Sealer</td>
<td>$843,000</td>
<td>3 - Programmed</td>
</tr>
<tr>
<td>Powerwash clean and seal the entire concrete &amp; masonry block façade with a new penetrating water repellent surface sealer</td>
<td>$221,500</td>
<td>3 - Programmed</td>
</tr>
<tr>
<td>Coat exposed concrete at roof level parapet walls, interior bearing walls, column stubs etc. with new crack bridging Waterproofing Coating</td>
<td>$141,500</td>
<td>3 - Programmed</td>
</tr>
<tr>
<td>Miscellaneous Preventive Maintenance Repairs including replacement of glazing seals/sealants at stair tower façade, etc.</td>
<td>$46,000</td>
<td>3 - Programmed</td>
</tr>
</tbody>
</table>

**Total Estimated Construction Costs:** $2,942,009

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# Miscellaneous, Work, Architectural, Drainage, Etc.

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retrofit repairs to steel column at East elevation</td>
<td>$23,200</td>
</tr>
<tr>
<td>Restripe Floor Slab Stripping and Graphics</td>
<td>$26,000</td>
</tr>
<tr>
<td>Provide new architectural mesh screen at West elevation grade level along snow containment area</td>
<td>$16,000</td>
</tr>
<tr>
<td>Clean and coat all structural metal (connections, anchors, etc.) with rust inhibitive coatings</td>
<td>$27,000</td>
</tr>
<tr>
<td>Provide new supplemental floor drains at selected locations of water accumulation/jacking. Clean and coat corroded piping with rust inhibitive coatings, remove and dispose car stops etc.</td>
<td>$73,500</td>
</tr>
</tbody>
</table>

**Subtotal Miscellaneous Work, Architectural, Drainage, Etc.:** $169,000

**Sub-Total Estimated Construction Costs:** $5,304,509

**a) Engineering Design, Repair Drawings & Specifications:** $154,000

**b) Construction Administration & Technical Supervision:** $349,500

**Grand Total Estimated Construction Costs:** $5,348,000

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**Priority Legend:**

1. Priority 1 - Important: Work recommended within 1 year
2. Priority 2 - Short Term: Work recommended within 3 years
3. Priority 3 - Programmed: Work recommended within 5 years

---

**Recommended Proactive/Upgraded Waterproofing Add Alternate**

**Slab Waterproofing Upgrade (Traffic Membrane):**

- Provide New Traffic Bearing Waterproofing Membrane all Supported floor levels of the parking garage: $2,891,500
- Less Portion of Line Item 25 - water repellent sealer not needed if providing Traffic Membrane over All Supported levels: $632,000
- Less Portion of Line Item 25 - membrane strips over cast-in-place concrete pour strips, toppings, washes, etc. not needed if providing Traffic Membrane over All Supported levels: $124,500

**Subtotal Slab Waterproofing Upgrade (Traffic Membrane):** $2,135,000

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The preceding recommended repair programs & budget estimates assumes the following:

1. Work shall be performed at one time, under one contract.
2. Work shall be performed during normal working hours on weekdays.
3. All Work is presented in 2018 dollars.
4. Street level barricades will be provided to isolate work area from public access areas.
5. Mitigation of hazardous materials, such as lead and asbestos, has not been included in this cost estimate.
6. Contingency funds have not been included in the cost estimate above.
7. Sales tax is not included in the estimate. Sales tax will be added at the prevailing rate for the area in which the project is located.
8. Sales tax will not be charged contingent on owner providing tax exemption documentation.

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All services delivered by Weatherproofing Technologies, Inc.