AGENDA
PUBLIC WORKS COMMITTEE
OCTOBER 29, 2019

PREVIOUS BUSINESS:
APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITHARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC REGARDING FOOD AND BEVERAGE SERVICES AT THE CIVIC CENTER

2. AMENDING RESOLUTION NO. 300 FOR 2017 REGARDING THE STORMWATER COALITION INTER-MUNICIPAL MEMORANDUM OF UNDERSTANDING AND APPROVING THE RELATED SEQR DETERMINATION OF SIGNIFICANCE

3. APPROVING AND ADOPTING THE ALBANY COUNTY STORMWATER MANAGEMENT POLICY

4. AUTHORIZING AN AGREEMENT WITH GATO FLOORING, LLC REGARDING THE PURCHASE OF CARPET AND VINYL FLOORING

5. AUTHORIZING A LICENSING AGREEMENT WITH CALLANAN INDUSTRIES, INC FOR THE PURPOSE OF LOCATING,
CONSTRUCTING AND MAINTAINING A REMOVABLE SALT STORAGE SHED

6. AUTHORIZING AN AGREEMENT WITH CNH INDUSTRIAL AMERICA, LLC FOR THE PURCHASE OF A 2019 CASE WHEEL LOADER
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Public Works Committee of the Albany County Legislature met on August 27, 2019. Chairperson Burgdorf, Messrs. Smith, Simpson, Miller, O’Brien, Mauriello, Frainier, and Cahill were present. Mr. Tunny was excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing ty: The Albany County Sheriff requested authorization to enter into an agreement with Milton Cat Power Systems regarding the removal and replacement of the switch gear and generators at the Albany County Correctional Facility in the amount of $2,213,700 for the term commencing August 1, 2019 and ending May 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an Agreement with Prime Highway Contractors, LLC Regarding the Construction of an Emergency CR 6 Culvert Replacement for Tributary to Switzkill Creek Project in the Town of Berne. The Commissioner of the Albany County Department of Public Works requested authorization to enter into an agreement with Prime Highway Contractors, LLC regarding the construction of an Emergency CR6 Culvert Replacement for Tributary to Switzkill Creek Project in the Town of Berne in the amount of $627,253 for the term commencing September 1, 2019 and ending February 28, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Authorizing an Agreement with Tracey Road Equipment, Inc. Regarding the Purchase of Four Tandem Dump Trucks: The Commissioner of the Albany County Department of Public Works requested authorization to enter into an agreement with Tracey Road Equipment, Inc. in an amount not to exceed $1,024,179 regarding the purchase and delivery of five tandem dump trucks in accordance with the Public Works Vehicle and Truck Replacement Program for the term commencing September 1, 2019 and ending August 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

4. Authorizing a Supplemental Agreement with MJ Engineering and Land Surveying, P.C. Regarding Design Services for the Albany County Rail Trail Over New Scotland Road (NYS85) Bridge Replacement Project: The Commissioner of the Albany County Department of Public Works requested authorization to enter into a third supplemental agreement with MJ Engineering and Land Surveying, P.C. regarding the expansion of design
services for the Albany County Rail Trail over New Scotland Road (NYS 85) Bridge Replacement Project in the amount of $31,000 for a total contract amount of $159,500. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing the Renewal of an Operating and Management Agreement with Spectactor Management Group for the Times Union Center: The County Executive requested authorization to adjust the existing contract with Spectactor Management Group (SMG) in order to enter into a new agreement for the operation and management of the Times Union Center for a term commencing on July 1, 2020 and ending December 31, 2025, with one six-year option to renew to be exercised by July 15, 2024. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing an Agreement with Kone, Inc. Regarding the Replacement of Three Passenger Elevators at the Times Union Center: The Commissioner of the Albany County Department of General Services requested authorization to enter into an agreement with Kone, Inc. regarding the replacement of three passenger elevators at the Times Union Center garage in amount not to exceed $667,000 for the term commencing August 1, 2019 and ending July 31, 2020. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Authorizing an Agreement with the Albany Water Board Regarding the Beaver Creek Clean River Facility Project: The Executive Director of the Albany County Water Purification District (ACWPD) requested authorization to enter into an inter-municipal agreement with the City of Albany Water Board (AWB) regarding the design, permitting and construction of the Beaver Creek Clean River Facility Project for the term commencing August 1, 2019 and ending August 1, 2021. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

8. Authorizing Lease Agreements with James Kleinbaum Attorneys at Law, Columbia Title, Chicago Title, and Maurice Tessier Regarding Corporate Suite No. 25 at the Times Union Center: James Kleinbaum Attorneys at Law, Columbia Title, Chicago Title, and Maurice Tessier, suite holders at the Times Union Center, indicated an interest in renewing their lease of Corporate Suite No. 25 in accordance with terms and conditions approved by the County Attorney. After a brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
Respectfully submitted,
The Public Works Committee

Paul J. Burgdorf, Chairperson
Paul Miller
Joseph E. O'Brien
Christopher Smith
Merton Simpson

Peter Tunny
Frank Mauriello
John Frainier
Charles Cahill, Jr.
Times Union Center Garage
Statement of Income
For The Period Ended September 30, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current Actual</th>
<th>Current Budget</th>
<th>Current Last Year</th>
<th>Year To Date Actual</th>
<th>Year To Date Budget</th>
<th>Year To Date Last Year</th>
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</thead>
<tbody>
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<td>267,555</td>
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<tr>
<td>Operations</td>
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<td>30,126</td>
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<td>1,640</td>
<td>1,687</td>
<td>12,665</td>
<td>14,210</td>
<td>17,869</td>
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<td></td>
<td></td>
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<tr>
<td>Investments</td>
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<td>Other Income</td>
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<td>33,996</td>
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<td>48,411</td>
<td>48,410</td>
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<td>(7,655)</td>
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<td>184,981</td>
<td>215,133</td>
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## Times Union Center Parking Garage
### Department Income Statement: OVERHEAD
For the Nine Months Ending September 30, 2019

<table>
<thead>
<tr>
<th>OPERATING EXPENSES</th>
<th>Current Month Actual</th>
<th>Current Month Budget</th>
<th>Current Month Prior Year</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Prior Year</th>
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</thead>
<tbody>
<tr>
<td>Net Salaries and Benefits</td>
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<td>0</td>
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<td>231</td>
<td>1,365</td>
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<td>1,974</td>
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<td><strong>Total Operating Expenses</strong></td>
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<td><strong>1,640</strong></td>
<td><strong>1,687</strong></td>
<td><strong>12,665</strong></td>
<td><strong>14,210</strong></td>
<td><strong>17,369</strong></td>
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# Times Union Center

**Statement of Income**

*For the Nine Months Ending September 2019*

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Year To Date</th>
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<td></td>
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<td>Group Sales</td>
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<td>Operations</td>
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<td>19,725</td>
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<td>76,991</td>
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<td>317,469</td>
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<td>Other Income</td>
<td>235,930</td>
<td>231,138</td>
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<td>Net Operating Income</td>
<td>113,160</td>
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<th>Year To Date</th>
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<tbody>
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## OPERATING EXPENSES

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<th>Current Month Budget</th>
<th>Current Month Prior Year</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Salaries and Benefits</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Professional Fees - Other</td>
<td>$1,583</td>
<td>$2,050</td>
<td>$3,411</td>
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<td>0</td>
<td>76</td>
<td>711</td>
<td>470</td>
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<td>500</td>
<td>477</td>
<td>4,353</td>
<td>4,500</td>
<td>4,329</td>
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<td>741</td>
<td>11,027</td>
<td>13,842</td>
<td>10,875</td>
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<td>1,667</td>
<td>1,364</td>
<td>14,939</td>
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<td>0</td>
<td>0</td>
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<td>3,599</td>
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<td>82,658</td>
<td>95,571</td>
<td>90,292</td>
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<td>7,117</td>
<td>62,229</td>
<td>63,000</td>
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<td>23,904</td>
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<td>Telephone</td>
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<td>23,887</td>
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<td><strong>76,991</strong></td>
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<td><strong>711,430</strong></td>
<td><strong>720,745</strong></td>
<td><strong>777,827</strong></td>
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### Times Union Center
#### Statement of Income
For the Eight Months Ending August 2019

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
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<td>Total Event Income</td>
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<td>20,857</td>
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### Current vs. Year To Date

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## Department Income Statement: OVERHEAD

For the Eight Months Ending August 31, 2019

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<tr>
<th>OPERATING EXPENSES</th>
<th>Current Month Actual</th>
<th>Current Month Budget</th>
<th>Current Month Prior Year</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Prior Year</th>
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</thead>
<tbody>
<tr>
<td>Net Salaries and Benefits</td>
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<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional Fees - Other</td>
<td>$1,583</td>
<td>$2,050</td>
<td>$2,000</td>
<td>$15,432</td>
<td>$16,400</td>
<td>$24,830</td>
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<tr>
<td>Bank Service Charges</td>
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<td>79</td>
<td>0</td>
<td>76</td>
<td>632</td>
<td>470</td>
</tr>
<tr>
<td>Dues &amp; Subscriptions</td>
<td>487</td>
<td>500</td>
<td>477</td>
<td>3,866</td>
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<td>3,852</td>
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<td>12,101</td>
<td>12,836</td>
<td>15,396</td>
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<td>Licenses &amp; Fees</td>
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<td>0</td>
<td>18</td>
<td>0</td>
<td>0</td>
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<td>2,000</td>
<td>0</td>
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<td>2,300</td>
<td>2,250</td>
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<tr>
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<td>839</td>
<td>3,216</td>
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<td>Maintenance Agreements</td>
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<td>275</td>
<td>138</td>
<td>(152)</td>
<td>2,200</td>
<td>1,845</td>
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<td>General Liability Insurance</td>
<td>10,060</td>
<td>10,619</td>
<td>8,913</td>
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<td>84,952</td>
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<td>56,000</td>
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<td>273,236</td>
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<td>2,591</td>
<td>22,478</td>
<td>15,400</td>
<td>20,036</td>
</tr>
<tr>
<td>Water &amp; Sewage</td>
<td>33,474</td>
<td>13,577</td>
<td>13,127</td>
<td>73,923</td>
<td>44,666</td>
<td>60,535</td>
</tr>
<tr>
<td>Miscellaneous Expense</td>
<td>675</td>
<td>667</td>
<td>340</td>
<td>4,083</td>
<td>5,336</td>
<td>9,033</td>
</tr>
<tr>
<td>Depreciation</td>
<td>15,140</td>
<td>18,400</td>
<td>16,976</td>
<td>120,669</td>
<td>147,200</td>
<td>139,591</td>
</tr>
</tbody>
</table>

Total Operating Expenses: $111,059

An SMG Managed Facility
# Times Union Center Garage

## Statement of Income

For The Period Ended August 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>Current</th>
<th>Year To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>Budget</td>
</tr>
<tr>
<td>Total Event Income</td>
<td>18,020</td>
<td>25,014</td>
</tr>
<tr>
<td>Indirect Expenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operations</td>
<td>67,511</td>
<td>29,805</td>
</tr>
<tr>
<td>Overhead</td>
<td>1,280</td>
<td>1,490</td>
</tr>
<tr>
<td>Washington Ave</td>
<td>4,002</td>
<td>4,860</td>
</tr>
<tr>
<td>Total Indirect Expenses</td>
<td>72,793</td>
<td>36,155</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investments</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Other Income</td>
<td>36,168</td>
<td>40,651</td>
</tr>
<tr>
<td>Net Operating Income</td>
<td>(18,605)</td>
<td>29,510</td>
</tr>
<tr>
<td>Fixed Management Fee</td>
<td>5,379</td>
<td>5,379</td>
</tr>
<tr>
<td>Net Income (Loss)</td>
<td>(23,984)</td>
<td>24,131</td>
</tr>
</tbody>
</table>
## Times Union Center Parking Garage

### Department Income Statement: OVERHEAD

For the Eight Months Ending August 31, 2019

<table>
<thead>
<tr>
<th>OPERATING EXPENSES</th>
<th>Current Month Actual</th>
<th>Current Month Budget</th>
<th>Current Month Prior Year</th>
<th>Year to Date Actual</th>
<th>Year to Date Budget</th>
<th>Year to Date Prior Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net Salaries and Benefits</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Professional Fees - Other</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 142</td>
<td>$ 0</td>
<td>$ 0</td>
<td>$ 910</td>
</tr>
<tr>
<td>Credit Card Discounts</td>
<td>528</td>
<td>550</td>
<td>549</td>
<td>5,447</td>
<td>5,050</td>
<td>7,843</td>
</tr>
<tr>
<td>Telephone</td>
<td>578</td>
<td>700</td>
<td>648</td>
<td>4,699</td>
<td>5,600</td>
<td>5,186</td>
</tr>
<tr>
<td>Depreciation</td>
<td>174</td>
<td>240</td>
<td>117</td>
<td>1,393</td>
<td>1,920</td>
<td>1,743</td>
</tr>
<tr>
<td><strong>Total Operating Expenses</strong></td>
<td><strong>1,280</strong></td>
<td><strong>1,490</strong></td>
<td><strong>1,456</strong></td>
<td><strong>11,539</strong></td>
<td><strong>12,570</strong></td>
<td><strong>15,682</strong></td>
</tr>
</tbody>
</table>

An SMG Managed Facility
June 19, 2019

The Honorable Members of the Civic Center Committee
The Honorable Albany County Executive, Daniel McCoy
112 State Street
Albany, NY 12207

Re: Request to Exercise the Option to Extend Contract
ARAMARK Sports and Entertainment Services, LLC
Current Contract Term – June 1, 2015 – May 31, 2020
Extension Term – June 1, 2020 – December 31, 2025

Dear Committee Members:

This letter serves as a recommendation to exercise the option to extend the contract for “Provision of Food and Beverage Services at the Times Union Center. Aramark has been providing these services for Albany County at the arena since it opened in 1990. The commissions received from the sale of food and beverages at events provides the TU Center and Albany County with sizable net revenues and Aramark has done a good job of operating the concessions at the facility. Recently when the owner of Johnny Rockets stopped operating the restaurant / bar Aramark stepped in and purchased the furniture and equipment and reopened the establishment on all event nights starting on March 1, 2019. Substantial commissions are being generated at the new Backstage Bar, which is subject to a separate agreement with Aramark. Aramark was also very helpful when the renovations to the concession stands took place ensuring that the architects that designed the renovations were aware of needs from the operator’s perspective.

The current agreement with Aramark ends on May 31, 2020. There is a provision in the current agreement that permits the parties to mutually extend the agreement for a period of five years and seven months ending on December 31, 2025. We would like extend this agreement with Aramark so we can maximize our vendor relationships, advertising deals etc.

Sincerely,

Bob Belber
General Manager
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to Exercise Option to Extend Contract with Aramark

Date: 10/3/2019
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: (518) 487-2008
Department Rep.
Attending Meeting: Robert Belber

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) Contract Extension

Contract Terms/Conditions:

Party (Name/address):
ARAMARK Sports and Entertainment Services, LLC
1101 Market Street
Philadelphia, PA 19107

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

Amount/Raise Schedule/Fee:
Scope of Services:
Provision of Food and Beverage Services at the Times Union Center

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: 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) June 1, 2020 - December 31, 2025
Length of Contract: Five Years and Seven Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Resolution 75 of 2015
Date of Adoption: 3/9/15

Justification: (state briefly why legislative action is requested)
SMG is recommending the County exercise the option to extend the contract for “Provision of Food and Beverage Services at the Times Union Center.” Aramark has been providing these services for Albany County at the arena since it opened in 1990. The commissions received from the sale of food and beverages at events provides the TU Center and Albany County with sizable net revenues and Aramark has done a good job of operating the concessions at the facility. Recently when the owner of Johnny Rockets stopped operating the restaurant / bar Aramark stepped in and purchased the furniture and equipment and reopened the establishment on all event nights starting on March 1, 2019. Substantial commissions are being generated at the new Backstage Bar, which is subject to a separate agreement with Aramark. Aramark was also very helpful when the renovations to the concession stands took place ensuring that the architects that designed the renovations were aware of needs from the operator's perspective.

The current agreement with Aramark ends on May 31, 2020. There is a provision in the current agreement that permits the parties to mutually extend the agreement for a period of five years and seven months ending on December 31, 2025. We would like extend this agreement with Aramark so we can maximize our vendor relationships, advertising deals etc.
AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC
FOR
PROVISION OF FOOD AND BEVERAGE SERVICES
AT THE TIMES UNION CENTER

RESOLUTION NO. 75 for 2015

This Agreement by and between the County of Albany, Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter called the “County”), and SMG, as managing agent for the County at the Times Union Center, located at 51 South Pearl Street, Albany, New York 12207 and ARAMARK Sports and Entertainment Services, LLC, with its offices at 1101 Market St., Philadelphia, Pennsylvania 19107 (hereinafter “ARAMARK” or “Contractor”) for the exclusive right to operate and provide all food beverage and related services, including the sports bar, snack areas and permanent and portable concession stands and non-exclusive right to provide catering services. The County and Contractor hereafter may be referred to as the “Party” or the “Parties”.

WITNESSETH:

WHEREAS, the County is the owner and operator of the Albany County Civic Center, also known as the Times Union Center (hereinafter “the Arena” or “the Times Union Center”), a facility in which sporting and other entertainment events take place; and

WHEREAS, the County published the RFP (as defined below) for the exclusive right to provide the aforesaid food and beverage service, said RFP incorporated by reference and made a part hereof; and

WHEREAS, Contractor submitted the Proposal (as defined below) for the exclusive right to provide such aforesaid services; and

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

ARTICLE 1. CONTRACT DOCUMENTS

All references herein to the “contract” or “Agreement” shall be interpreted to refer to this Agreement, the County’s request for proposal, identified as RFP No.: 2014-116, titled “Food, Beverage and Miscellaneous Services For The Times Union Center”, dated November 5, 2014, with Addendum Number 1 dated December 5, 2014, (the RFP, including the addendum is referred to herein as the “RFP” and all are incorporated herein and made a part hereof in their entirety by reference); and, Contractor’s written proposal including all exceptions to the RFP set forth therein, which exceptions are set forth on Exhibit “A” attached hereto and incorporated by reference submitted in response to the RFP on December 15, 2014 (the Proposal is incorporated herein and made a part hereof in its entirety by reference).
The contract represents the entire, integrated agreement between the Parties to the exclusion of all other writings and representations, written or oral.

ARTICLE 2. SCOPE OF SERVICES AND CLEANING OBLIGATIONS

2.1 Scope of Services

Contractor shall perform the aforementioned services in connection with this Agreement in a manner consistent with the Scope of Services contained in Article 4 of the RFP and with Contractor’s Proposal Option “A” submitted as part of Contractor’s Cost Proposal. The Scope of services is attached hereto as Exhibit “B”. Contractor’s Proposal Option “A” is attached hereto as Exhibit “C”. Contractor will hold the exclusive right to provide the services (collectively, the “Services”) as described in, and subject to the terms and provisions of, Section 4 of the RFP.

2.2 Cleaning Obligations

Contractor shall only be responsible for general cleaning and trash removal in those food preparation and service areas within Contractor’s exclusive control, and cleaning and trash removal in all other areas (i.e., outside Contractor’s exclusive control) throughout the Times Union Center shall be the responsibility of the County. For clarification purposes, the areas Contractor is required to keep neat and clean include, concession stands, customer serving locations, food preparation areas, condiment stands, vendor commissaries, kitchen and warehouse areas under the exclusive control of Contractor, Contractor’s administrative offices and portable serving locations used by Contractor in its provision of the food and beverage services hereunder (such areas do not include areas controlled by the County such as the County’s offices, in-seat areas, food court areas, restaurant seating areas, other areas where patrons consume food and beverages, restrooms, and all other areas outside of Contractor’s exclusive control).

2.3 Investment

Contractor shall provide an investment of FIFTY THOUSAND DOLLARS ($50,000.00) for miscellaneous improvements to the Services. The Investment will be amortized on a straight-line basis over the Term, commencing on the date(s) of disbursement of the Investment. In the event that the Term expires or this Agreement is terminated by either party for any reason prior to the full amortization of the Investment, the County shall pay to Contractor the unamortized balance of the Investment (as of the date of expiration or termination) on or before such date of expiration or termination.

2.4 Repair and Maintenance Reserve

Contractor will provide a reserve of ONE PERCENT (1%) of Gross Receipts for funding the repair and maintenance of equipment associated with the Services.

ARTICLE 3. CONSIDERATION

In consideration of the terms and obligations of this Agreement, Contractor agrees to pay to County on a monthly and incremental basis commissions on food and beverage
concessions on a monthly basis equaling FORTY-FIVE PERCENT (45%) of annual Gross Receipts (as hereinafter defined) up to ONE MILLION DOLLARS ($1,000,000.00); FORTY-SEVEN PERCENT (47%) of annual Gross Receipts, between ONE MILLION DOLLARS and ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,000,000.00-$1,500,000.00); and FORTY-NINE PERCENT (49%) of annual Gross Receipts, over ONE MILLION FIVE HUNDRED THOUSAND DOLLARS ($1,500,000.00); and TEN PERCENT (10%) of annual Gross Receipts generated with respect to food and beverage catering, candy sales, wardrobe checking and miscellaneous Gross Receipts. As used herein, "Gross Receipts" shall be defined as all receipts from gross sales at the Times Union Center, excluding only: the amount of applicable sales, excise and use taxes payable by Contractor or collected by Contractor, billed tips, gratuities and administrative fees or charges, credit/debit/gift card transaction fees and charges, permitted discount sales and bad debts (where credit has been approved or issued by the County).

Contractor also agrees to pay to County on a monthly basis: ONE HALF OF ONE PERCENT (0.5%) of Gross Receipts for trash removal, which amount shall fully cover all costs that Contractor will be required to pay for trash removal at the Times Union Center TWO AND ONE HALF PERCENT (2.5%) of Gross Receipts for all utilities and phone line charges for 15 total lines as follows: for 6 stand lines at TEN DOLLARS ($10.00) for each phone line used, plus usage costs for the remaining 9 lines at THIRTY TWO DOLLARS ($32.00) for each phone line used.

ARTICLE 4. TERM

This Agreement shall be for five years beginning on June 1, 2015 through May 31, 2020 (the "Term"), with an option, offered in the sole discretion of the County, to renew for another five years and seven months (June 1, 2020 – December 31, 2025), which shall only be effective upon the written mutual agreement of the Parties.

ARTICLE 5. AVAILABLE DATA

All data reasonably relative to this Agreement shall be shared between the Parties without expense. This shall not include technical or other data not relative to the Agreement that Contractor deems to be confidential or proprietary in nature.

ARTICLE 6. COOPERATION

The Parties shall cooperate with each other, their representatives, agents and employees to the end that services may proceed expeditiously and economically.

ARTICLE 7. EXTRA WORK

If Contractor is of the opinion that any work Contractor has been directed to perform is beyond the scope of this Agreement and constitutes extra work ("Extra Work") not contemplated by this Agreement, Contractor shall promptly notify County of the fact. The Parties shall work together in good faith to agree upon whether such work shall constitute Extra Work. In the event that the Parties determine that such work does constitute Extra Work, County shall provide extra compensation to Contractor on a negotiated basis.

ARTICLE 8. ACCOUNTING RECORDS
Proper and full accounting records shall be maintained by Contractor which records shall clearly identify Gross Receipts generated as a result of the services provided pursuant to this Agreement. Such records shall be subject to periodic and final audit by County upon request. Such records shall be accessible to County for a period of two (2) years following the date of final payment by County to Contractor for the performance of the work contemplated herein.

ARTICLE 9. ASSIGNMENT

Pursuant to Section 109 of the New York General Municipal Law Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest herein without the prior written consent of the County. Notwithstanding the foregoing, ARAMARK shall have the right to assign, transfer or convey its interest in and to this Agreement to a subsidiary or affiliate of ARAMARK, provided that ARAMARK shall remain liable for the performance of its obligations hereunder.

ARTICLE 10. MODIFICATION

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

ARTICLE 11. OWNERSHIP OF MATERIALS

All rights, title and ownership in and to all material prepared under the provisions of this Agreement shall remain the property of County.

ARTICLE 12. RELATIONSHIP

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

ARTICLE 13. INDEMNIFICATION

Contractor shall defend, indemnify and save harmless the County, its officers, employees, and agents, from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of Contractor, its employees and agents, to the extent of its responsibility for such claims, damages, losses and expenses.

ARTICLE 14. INSURANCE

Contractor agrees to procure and maintain for the entire term of this Agreement, without the additional expense to County, insurance policies of the kinds and in the amounts as specified on Exhibit "D" as attached hereto and made a part hereof.

Before commencing work, Contractor shall furnish to County, a Certificate(s) showing that the requirements of this Article are met. The Certificate(s) shall provide that the policy shall
not be canceled until thirty (30) days prior written notice had been given to County, and naming County as an additional insured.

ARTICLE 15. PERFORMANCE AND PAYMENT BOND

Contractor shall furnish County with a performance bond and payment bond from a surety licensed by the State of New York in the amount of ONE HUNDRED THOUSAND DOLLARS ($100,000), to remain in force during the Term guaranteeing the faithful performance of Contractor's obligations herein.

ARTICLE 16. LEGAL STATUS

In the event of any change in status or dissolution of Contractor as a business entity during the term of this Agreement, Contractor shall give the County thirty days prior written notice of any application for any such change or dissolution.

ARTICLE 17 LICENSES

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

ARTICLE 18. NON-DISCRIMINATION

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

ARTICLE 19. NON-APPROPRIATION

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

ARTICLE 20. PARTIAL INVALIDITY

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

ARTICLE 21. HEADINGS – CONSTRUCTION
The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of this Agreement or in any way to modify, amend or affect the provisions hereof.

ARTICLE 22. ENTIRE AGREEMENT

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

ARTICLE 23. NOTICES

All notices and documents required to be given or made pursuant to this Agreement shall be given or made by ordinary mail, United States Postal Service to:

ARAMARK: ARAMARK Sports and Entertainment Services, LLC
1101 Market Street
Philadelphia, Pennsylvania 19107
Attn: President – Sports & Entertainment Group

With a required copy to:
ARAMARK Sports and Entertainment Services, LLC
1101 Market Street
Philadelphia, Pennsylvania 19107
Attn: Vice President & Associate General Counsel – Sports & Entertainment Group

COUNTY: Albany County Executive
Room 900
112 State Street
Albany, New York 12207

Such service shall be deemed given or made five business days after post paid deposit with the United States Postal Service.

ARTICLE 24. LABOR UNREST

In accordance with Resolution No. 298 of 1988, Contractor shall not intentionally engage in any course of conduct or activity, or employ for the purpose of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workers employed by Contractor or by any of the trades working in or about the public works and/or premises where the work is being performed.

ARTICLE 25. APPLICABLE LAW
This Agreement shall be governed by and construed according to the laws of the State of New York. Venue for any dispute under this Agreement shall be Albany County, State of New York.

ARTICLE 26. DEFAULT AND TERMINATION

Either Contractor or County may terminate this Agreement at any time for breach by the other party of any of its obligations hereunder; provided, however, that neither party hereto will be entitled to terminate this Agreement by reason of any breach by the other of its obligations hereunder unless the breaching party fails to remedy such breach within (i) five (5) business days following the breaching party's receipt of written notice from the non-breaching party with respect to a monetary breach, and (ii) thirty (30) days following the breaching party's receipt of written notice from the non-breaching party with respect to a non-monetary breach; provided that, if such non-monetary breach is of a nature such that it cannot be cured through the exercise of reasonable diligence by the breaching party within the thirty (30) day cure period, then such thirty (30) day cure period shall be extended to a period as is reasonable to cure such non-monetary breach, provided the breaching party has proceeded at all times and is continuing to proceed in a diligent and reasonable manner to cure such breach. Upon termination of this Agreement, the Parties shall thereafter have no further obligations or liabilities to the other except for those obligations and liabilities that expressly survive the expiration of the Term or the earlier termination of this Agreement.

ARTICLE 27. REMEDY FOR BREACH

In the event of a breach by either Party hereto, in addition to the remedies provided in Article 26 above, the breaching party shall pay to the non-breaching party all direct damages caused by such breach, and with respect to a breach by Contractor, such damages shall include, but not be limited to, all reasonable sums expended by the County to procure a substitute contractor to satisfactorily complete the contract work, together with County's own reasonable costs incurred in procuring a substitute Contractor. Notwithstanding the foregoing, each Party hereto shall be obligated to take all reasonable steps to mitigate its damages.

ARTICLE 28. LIMITATION OF DAMAGES; NON-RECOUSE

In no event shall any Party hereto be liable to the any other Party for consequential, incidental, indirect, punitive or special damages, including, without limitation, loss of profit, business, or goodwill, even if such Party has been advised, knew, or should have known of the likelihood or possibility of such damages occurring. Accordingly, no Party hereto shall be entitled to seek, claim, or collect damages in excess of the actual and direct damages actually incurred or sustained by such Party pursuant to this Agreement. In the enforcement of its rights and remedies under this Agreement, each of the Parties hereto agrees that it shall not seek, enter or enforce any personal judgment against any stockholder, member, general or limited partner, director, officer, employee or principal, disclosed or undisclosed, of the other party or any of the other party's affiliates (or any of their respective successors and assigns) and shall look only to the assets of the other Party and its successors and assigns.

ARTICLE 29. MacBRIDE PRINCIPLES
Contractor represents that it is in compliance with the MacBride Principles of Fair Employment set forth in Albany County Local Law No. 3 for 1993, in that Contractor either 1.) has no business operations in Northern Ireland or 2.) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of compliance with such principles. In the event of a violation of this article, the County reserves all rights to take remedial measures authorized under Sec. 4 of Local Law No. 3 for 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring Contractor in default and/or seeking debarment or suspension of Contractor. For purposes of the representation contained in this Article, the MacBride Principles shall refer to the nine tenets described as such in legislation signed into law by President Clinton in October 1996, as part of Public Law 105-277.

ARTICLE 30. IRANIAN ENERGY SECTOR DIVESTMENT

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

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

ARTICLE 31. INTERPRETATION

In the event of any discrepancy, disagreement or ambiguity among the contract documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) this Agreement; 2) Proposal (including the financial proposal and exceptions set forth therein; and 3) RFP.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed the day and year first indicated below.

COUNTY OF ALBANY
BY:
Daniel P. McCoy
County Executive
or
Phillip F. Calderone
Deputy County Executive

Dated: 

ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC
BY:
Vice President/CAO
Dated: 10-14-2015

SMG
BY:
Robert H. Belber
General Manager

Dated: 10-15-15
STATE OF NEW YORK
COUNTY OF ALBANY ) SS:

On the _____ day of ____________, 2015 before me, the undersigned, a
notary public in and for the state, personally appeared Daniel P. McCoy, personally known to
me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the attached instrument and acknowledged to me that s/he executed the same in
his/her capacity, and that by his/her signature on the instrument, the individual, or the person
upon behalf of which the individual acted, executed the instrument.

____________________________
NOTARY PUBLIC

STATE OF NEW YORK
COUNTY OF ALBANY ) SS:

On the 23rd day of October, 2015, before me, the undersigned, a
notary public in and for the state, personally appeared Philip F. Calderone, personally known to
me or proved to me on the basis of satisfactory evidence to be the individual whose name is
subscribed to the attached instrument and acknowledged to me that s/he executed the same in
his/her capacity, and that by his/her signature on the instrument, the individual, or the person
upon behalf of which the individual acted, executed the instrument.

____________________________
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA) SS:

On the 14th day of October, 2015, before me, the undersigned, a
notary public in and for the state, personally appeared ______________________, personally
known to me or proved to me on the basis of satisfactory evidence to be the individual whose
name is subscribed to the attached instrument and acknowledged to me that s/he executed the
same in his/her capacity and that by his/her signature on the instrument, the company upon
behalf of which the individual acted, executed the instrument.

____________________________
NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
NORTHERN SEAL
Callally E. Horeas, Notary Public
City of Philadelphia, Philadelphia County
Commission Expires Jan. 30, 2019
STATE OF New York
COUNTY OF Albany SS:

On the 13th day of October, 2015, before me, the undersigned, a notary public in and for the state, personally appeared Robert H. Beller, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Melanie J. Bueser
NOTARY PUBLIC

MELANIE J. BUESER
Notary Public, State of New York
Qualified in Albany County
No. 016274438602
Commission Expires Oct 2, 2015
EXHIBIT A

EXCEPTION LIST

(a) Exclusive Rights (Sec. 4.2.1 and 4.3.1 of the RFP). With respect to the County’s grant of specific rights to other licensees in order to procure certain events or to allow the provision of free samples, Contractor reserves the right to negotiate commercially reasonable parameters regarding such specific rights. In addition, to the extent that a third-party provides services (excluding alcoholic beverage services, which shall remain exclusively with Contractor for all events) or otherwise is permitted to use the food service equipment or facilities, such third-party provider shall be required to enter into and deliver a commercially reasonable indemnity contract in favor of Contractor and the County with respect to injuries and/or damage to persons or property.

(b) Property Loss and Damage (see, e.g., Secs. 4.2.4, 4.2.5, 4.2.6 and 4.3.5 of the RFP). Contractor shall only be liable for property damage or replacement of property to the extent of its negligent acts or omissions or willful misconduct. Furthermore, with respect to contractor’s obligation to surrender fixtures and equipment at the expiration of the contract in good operating condition, ordinary wear and tear shall be excepted.

(c) Electrical and Plumbing (Section 4.2.6 of the RFP). With regard to contractor’s obligation to perform certain “electrical work” or “minor electrical and plumbing,” contractor reserves the right to negotiate commercially reasonable parameters to those obligations.

(d) Decision to Sell Alcohol (Sec. 4.3.2 of the RFP). Regarding the County’s right to make the final decision whether to sell alcoholic beverages at an event, contractor reserves the right to negotiate commercially reasonable parameters to such discretion. Contractor’s financial proposal is predicated on its ability to sell alcoholic beverages.

(e) Removal of Manager (Section 4.3.6 of the RFP). With respect to the County’s right to cause the removal of manager from the Center, such right shall be subject to compliance with all applicable laws.

(f) Additional Staff (Section 4.5.6 of the RFP). The Contractor acknowledges that it must maintain adequate staff of employees on duty at the food service facilities, however,
Contractor takes exception to the County reserving the right to hire additional personnel and charging Contractor for the costs associated therewith. Contractor desires to discuss reasonable controls to assure adequate staffing.

(g) **Trash Removal (Sections 4.4.4, 4.4.6 and 4.7.1 (a) of the RFP).** Contractor has assumed in its financial proposal that the trash removal fee in Section 4.4.6 (i.e., 0.5% of gross sales) will fully cover the costs that contractor is required to bear for trash removal in Section 4.4.6.

(h) **Sponsorship (Sec. 4.5.8 of the RFP).** If the County requires contractor to obtain products from particular sponsors/suppliers, the products from such sponsors/suppliers shall be available to contractor at equivalent prices, terms, quality and quantity as are generally available to contractor from other suppliers of similar products.

(i) **Insurance (Section 15 of the RFP).** Please see the attached insurance comments incorporated herein under Attachment A.

(j) **Damages (Section 16.1 of the RFP).** Contractor understands that, following a default, which results in termination, the parties will have certain rights available at law. However, contractor requests that the contract include a mutual waiver of consequential damages.

(k) **MacBride Principles (Section 19 of the RFP).** Contractor has an affiliate which does business in Northern Ireland. For purposes of the representation in Section 19.1 of the RFP, we have assumed that the MacBride Principles refer to the nine tenets described as such in legislation signed into law by President Clinton in October 1998, as part of Public Law 105-277.

(l) **Order of Precedence (Section 23 of the RFP).** In the event of any conflict among the contract documents, the following order of precedence should be followed: (1) the Agreement, (2) the Contractor's proposal or bid, and (3) the RFP.

(m) **Default and Termination.** The default provisions should be mutual, as applicable and contingent upon materiality. Furthermore, Contractor reserves the right to negotiate commercially reasonable default and cure provisions.

Insurance Exceptions attached hereto and made a part hereof.
SECTION 15: INSURANCE AND SECURITY REQUIREMENTS
15.1 The Successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

Concessionaire’s Insurance
During the Term of the contract, the Concessionaire shall, at its own cost and expense, maintain with respect to it operations at the Times Union Center the following insurance coverages written for net-less-than-the limits specified for each coverage or required by law, whichever is greater and including the provisions enumerated below:

A. Commercial General Liability

Bodily Injury and Property Damage Limit $1,000,000 each occurrence
Products/Completed Operations Limit $1,000,000 aggregate
Personal Injury & Advertising Injury Limit $1,000,000 each person/organization
General Aggregate $2,000,000 aggregate


B. Liquor Liability (If alcoholic beverages are served or sold) $1,000,000 each common cause

C. Automobile Liability

Owned, Hired and Non-Owned Autos $1,000,000 aggregate
Combined Single Limit for Bodily Injury & Property Damage $1,000,000 each accident

D. Excess “Umbrella” Liability

Combined Single Limit for Bodily Injury & Property Damage $5,000,000 each occurrence


E. Workers’ Compensation & Employers’ Liability

Statutory coverage complying with New York Workers’ Compensation Law

F. Additional Insureds
The County of Albany (and, presumably, the Times Union Center management company) and their respective officers, employees and agents shall be named as Additional Insureds on a direct primary basis under the Concessionaire’s policies for General Liability coverage and Excess “Umbrella” Liability coverage. Any insurance coverage (additional insured or otherwise) that Concessionaire provides for the Additional Insureds shall only cover insured liability assumed by Concessionaire in this Agreement; such insurance coverage shall not otherwise cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.

G. Each policy shall be endorsed to provide that it may not be canceled, non-renewed or materially changed unless at least 60 days’ advance notice thereof has been provided to the County of Albany. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

15.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney:

(a) Albany County shall be named as an additional insured on all liability and workers’ compensation policies. Proposal number must appear on insurance certificate.

(b) The policy shall not be changed or canceled until the expiration of sixty (60) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least sixty (60) days written notice to the contrary.

15.3 No work shall be commenced under the contract until the Successful Proposer has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Contract to be procured by the Successful Proposer, in the form of a certificate of insurance. If at any time, any of said policies shall expire or become unsatisfactory to the County, the Successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the Successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the Successful Proposer to procure and maintain any required insurance, shall not relieve the Successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Successful Proposer concerning indemnification.
SECTION 4: SCOPE OF SERVICES

4.1 BACKGROUND:

4.1.1 The Times Union Center began operations in January 1990. Owned by Albany County, Managed by SMG the world's largest private management firm for public assembly facilities, the Times Union Center has an adaptable seating capacity between 6,000 and 17,500. Approximately 610,000 patrons walk through the turnstiles every year.

4.1.2 As a multi-purpose facility, the Times Union Center has hosted a variety of events, including concerts, family shows and sporting events, averaging 130 events each year.

4.1.3 The Times Union Center is home to the Albany Devils of the American Hockey League and the Siena Saints Division I College Basketball Team. Other sporting events entertaining fans of the Capital Region include the NBA Classic, the NHL Face-Off, world championship boxing, professional tennis, NCAA Division I Men's Basketball Regionals, NCAA Division I Men's Wrestling Championship, MAAC Tournament, NYS High School Wrestling Championships, both Men's and Women's NBA preseason Basketball games.

4.2 GENERAL:

4.2.1 The successful Proposer shall have the exclusive rights to operate, as an independent operator, all food, beverage and related services, including without limitation, the operation of snack areas and permanent and portable concession stands, excluding exceptions made for some events that have an exclusive right per current contracts, for example, the right to sell snow cones and cotton candy at the Ringling Brothers, Barnum and Bailey Circus.

4.2.2 Proposer shall have non-exclusive rights to provide catering services at the facility; however, the County agrees to recommend the Proposer as a first choice to all prospective catering clients.

4.2.3 The awarded Proposer will be responsible for all operating and maintenance costs of the food service facilities covered by this RFP. All food and other supplies shall be purchased by the contractor; all managers and other supervisory personnel, cooks, chefs, kitchen help, waitresses, cleaning help, and other employees required by the contractor shall be employed by and paid by the contractor.

4.2.4 The contractor must provide for the replacement, at the same equal quality, of the loss and breakage of the initial inventory of kitchen and serving equipment originally furnished.

4.2.5 The contractor must provide for the maintenance of all dining room, including but not limited to tables and cocktail rounds, and auxiliary furnishings in proper condition and repair, replacing all loss and breakage.
4.2.6 The contractor must provide for the maintenance, repair, cleaning of all kitchen and serving equipment whether or not attached to the property, including but not limited to stoves, fryers, ovens, steamers, ventilation hoods, faucets and electrical work, refrigeration (including compressors and motors etc.) minor electrical and plumbing.

4.2.7 The contractor must insure that all drains, including floor drains and traps, remain free flowing and clear of debris. The contractor at their own expense will engage a professional service to remove any debris from clogged drains. It is the responsibility of the contractor to inform the Building Management of any outside contractor performing work.

4.2.8 The contractor must provide for the inspection, maintenance, testing, and recharging of the ansol wet chemical kitchen range hood fire suppression systems and fire extinguishers.

4.2.9 The contractor shall provide for the cleaning of the range hood exhaust system.

4.2.10 The contractor shall be responsible for parking of full and part time employees. Currently the Times Union offers parking at a reduced rate of $4.00 at the Times Union Parking garage, tickets are to be purchased in advance by the current Food and Beverage Management company and will sell to the employees.

4.2.11 The contractor shall propose a marketing plan to promote catering events outside the arena schedule.

4.3 OPERATIONS:

4.3.1 Contractors shall not interfere with the free distribution of food, beverages or any other items of any nature whatsoever, where such distribution has been authorized by the General Manager. Free samples may be given away by or on behalf of or with permission of any person or organization that has properly engaged the Times Union Center for meetings, trade shows, exhibitions, convention and the like at the discretion of the General Manager.

4.3.2 The final decision as to whether or not alcoholic beverages may be sold at any event shall be determined by the General Manager. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor. Currently alcohol is served at Siena College events but not available for sale at NCAA events, high school basketball, high school cheerleading, NYS Bar Exam, Sears Training, and Get motivated.

4.3.3 Contractor shall ensure and maintain compliance with all federal, state, and local codes, rules and regulations, throughout the term of any contract for services, with regard to any and all personnel, operations and maintenance of the food service operation including all facilities used for loading, kitchen and preparation areas, dining rooms and areas for storage and removal of food, beverages, trash and debris.

4.3.4 The contractor shall have use of the fully equipped, ready to operate food service facilities, which includes kitchen, auxiliary furniture, furnishings, and all other kitchen
equipment owned by the County. At the start of this contract, the County and the successful Proposer will sign an agreement of acceptance for all items listed above.

4.3.5 The contractor shall keep all of said fixtures and equipment in proper condition and repair, replace all loss and breakage and at the expiration of the contract, surrender same to the County in good operational condition. Once a year during the contract, an inventory of all items will be taken. This inventory list is to be submitted to the County's designated representative.

4.3.6 The County shall have the right to interview and approve contractors manager prior to hiring; shall have the right to request that contractor promptly transfer or replace any contractor's manager not reasonably acceptable to the County.

4.4 RESPONSIBILITIES OF CONTRACTOR:

4.4.1 Contractor shall be responsible for keeping clean, covered, polished and in good repair; all equipment and other facilities, either permanent or temporary, as are used by it in the performance of this Agreement. Damage incurred to the property of the Times Union Center as a direct result of negligence or lack of maintenance on the part of the contractor is a non-allowable expense charged directly to the contractor.

4.4.2 Contractor shall maintain all food and beverage service facilities in clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of Albany County government and the State of New York and any other department having jurisdiction.

4.4.3 All food service and serving areas shall be regularly monitored by contractor for cleanliness and trash removal during events.

4.4.4 All refuse and waste materials created by contractor's operations in all food service areas shall be promptly disposed of after each event. Such removal shall be made promptly during and after the event to a central collection area designated by the Times Union Center.

4.4.5 Contractor shall be responsible for cleaning the stands; kitchen, concourse, exhibition hall, suites, sports bar and locker rooms. This includes, but is not limited to, the removal of trash.

4.4.6 Trash removal and all associated costs shall be the responsibility of the contractor.

4.4.7 It will be the contractor's responsibility upon conclusion of a catered function, to restore the area to the condition in which it was found prior to the function.

4.4.8 The contractor shall be responsible for all janitorial supplies, chemicals, equipment, and cleaning services required to ensure the cleanliness of the areas under their control and occupancy, including but not limited to, equipment, kitchen tile, floors, walls, and storage and holding areas.
4.4.9 Preventive maintenance. The contractor must bear, at their own expense; all costs associated with preventive maintenance of the furnishings, fixtures, and equipment in the food service facilities at the Times Union Center.

4.4.10 Upon award of the Agreement contractor will assign a qualified representative to answer questions relating to the food service operation from Licensees and prospective users of the Times Union Center.

4.4.11 The contractor, unless otherwise directed by the General Manager, is responsible for the covering and draping of tables, placing of decorations, (i.e., flags, drapes, flowers, table stands with numbers, etc.) on tables, cleaning and removing of all service ware and tablecloths and draping at the completion of the function in areas where food service functions are held.

4.4.12 It is the contractor’s responsibility for delivering and dispensing all food, beverage, supplies, and other articles for portable concession stands and portable bars and portable carts.

4.4.13 Contractor shall comply with all OSHA and ADA requirements.

4.4.14 Menu plans and costs proposed for the food service facilities covered by this RFP must be included in the Proposal response. Any variation from the proposal must be approved by Albany County or their designated representative before being put into effect.

4.4.15 Contractor shall communicate with the General Manager or his/her designee for deliveries on event days.

4.4.16 The contractor shall be responsible for the service of the 25 suites, the sports bar and the Absolut® Vodka® themed bar. See APPENDIX "A" Food and Beverage Information and APPENDIX "C" Suite Menu and Order Form. Note: Suite sales are to be included in the Catering and the sports bar to be included in concession revenues.

4.5 RECORD KEEPING:

4.5.1 Contractor shall maintain daily records of all gross receipts obtained pursuant to its activities at the Facility and contractor agrees to report to the County or County’s designee gross receipts within two (2) days of each event. Monthly financial statements are to be filed with the County’s designated representative by the 10th calendar day following the end of the previous month. The monthly report is to cover food service sales covered by this RFP and must include the date, customer count, sales (dollars), and is to be broken down by area.

4.5.2 On or before the 15th calendar day following the end of month during the contract period, the contractor must pay to the County or the County’s designee the amount of commission due and payable including utility, trash and phone.

4.5.3 The County shall hire an independent auditing firm on a yearly basis to ensure the accuracy of any statement(s) furnished by contractor.
4.5.4 The contractor shall be responsible for the collection, security, and accounting of all receipts from food service operations covered by this RFP. The contractor or his authorized representative will have prearranged monthly meetings with the County's designated representative to discuss the food service operation, types of food served, and any recommendation for the improvement of food service.

4.5.5 The contractor shall maintain an adequate staff of employees on duty at the food service facilities for the timely preparation and the efficient, prompt service of food. Distinctive uniforms provided by the contractor must be worn by all food service employees during their working hours.

4.5.6 The contractor will also provide adequate administrative, dietetic, and personnel supervision. If, in the judgment of the County, the contractor fails to provide sufficient staff, the County reserves the right to hire additional personnel to raise the level of service to that expected. The contractor must reimburse the County for all expenses.

4.5.7 The contractor must provide periodic training programs for the food service workers employed in response to this RFP. As part of this proposal a copy of the training schedule, topics to be covered and type of training offered shall be submitted.

4.5.8 The contractor shall honor all current and future sponsorship deals which require certain products to be sold as a result. The contractor will work with the General Manager for the enhancement of sponsorships and offer recommendations.

4.5.9 The list of exclusivities as it relates to food and beverage products are as follows:

- The Ice Cream Man - The Ice Cream Man brands of choice will be sold exclusively. 1/14/16.
- J&J Pretzel - "Official Pretzel" Only pretzel that can be sold annually. 5/18/16.
- Pepsi - Exclusivity for pouring rights.
- Des crescentes - Various advertising deals.
- Saratoga Eagle - Various advertising deals.
- Dunkin Donuts - Coffee, coffee products and hot chocolate will be sold exclusively. 12/31/18

4.6 MENU PATERN, PRICES, QUALITY AND QUANTITY:

4.6.1 The Proposer shall present, as part of their Proposal, a comprehensive menu of foods to be served, including portions and prices. This Proposal shall include at a minimum the sports bar, suites and catering services. The menu may be modified to adjust for the seasonal availability of certain foods. The Proposer shall indicate in the proposal the proposed method to be used for controlling portion sizes. Menu additions and prices of the same must be approved by the County's designated representative prior to being put into effect.
4.6.2 Where applicable, the contractor shall provide, "festive" meals during the year. The nature of each festive meal shall be determined in conjunction with the contractor, and the County or County designee.

4.6.3 Proposer shall submit a catering book, which shall include representative menus, portions and prices. The catering book should state the amount of notice required to book a catered event. The successful Proposer shall be required to print and distribute a catering brochure that will advertise the type of services available.

4.6.4 The contractor shall prepare all food to the greatest extent possible, on the day it is to be served. Preparation methods will follow good nutritional practices to insure that nutrient, textural and flavor characteristics of the foods are maintained.

4.7 CONTRACTOR EXPENSES:

4.7.1 The following expenses must be paid and submitted to the County of Albany on a monthly basis:

a. Trash removal 0.5% of the gross sales
b. Utilities 2.5% of the gross sales
c. Phone line charges breakdown as follows: 15 lines total
   6 stand lines at $10.00 per line plus usage, remaining 9 lines
   at $32.00 per line plus usage. Total cost for 2013 was $4,176.00.
County of Albany, New York (the "County")
ARAMARK Sports and Entertainment Services, LLC ("ARAMARK")
Financial Proposal

In response to the County's Request for Proposal #2014-116 (the "RFP") for food, beverage and miscellaneous services (collectively, the "Services") at the Times Union Center, located in Albany, New York (the "Center"), ARAMARK is pleased to present to the County the following three (3) alternative financial proposals:

Scope
ARAMARK will hold the exclusive rights to provide the Services as described in, and subject to the terms and provisions of, Section 4 of the RFP.

Utility Fee
ARAMARK will pay to the County the trash removal fees, utility fees, and phone line charges as specified in section 4.7.1 of the RFP.

Proposal A

Term
ARAMARK proposes a term (the "Term") of five (5) years, commencing on June 1, 2015 and expiring on May 31, 2020. For the mutual agreement between the County and Aramark, this agreement may be extended for an additional five (5) years.

Investment
ARAMARK will provide an investment of $30,000 to the County (the "Proposal "A" Investment") for miscellaneous improvements to the Services. The Investment will be amortized on a straight-line basis over the Term, commencing on the date(s) of disbursement of the Investment. In the event that the Term expires or the concession agreement is terminated by either party for any reason prior to the full amortization of the Investment, the County shall pay to Aramark the unamortized balance of the Investment (as of the date of expiration or termination) on or before such date of expiration or termination.

Commissions
ARAMARK will pay commissions to the County equal to a percentage of Gross Receipts (as defined below) calculated in accordance with the following commission schedule:

<table>
<thead>
<tr>
<th>Concessions Gross Receipts</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $1,000,000</td>
<td>45.0%</td>
</tr>
<tr>
<td>$1,000,000 - $1,500,000 (on the increment)</td>
<td>47.0%</td>
</tr>
<tr>
<td>Over $1,500,000 (on the increment)</td>
<td>49.0%</td>
</tr>
<tr>
<td>Catering Food and Beverage Gross Receipts</td>
<td>10.0%</td>
</tr>
<tr>
<td>Candy Gross Receipts</td>
<td>10.0%</td>
</tr>
<tr>
<td>Wardrobe Gross Receipts</td>
<td>10.0%</td>
</tr>
<tr>
<td>Miscellaneous Gross Receipts</td>
<td>10.0%</td>
</tr>
</tbody>
</table>

Repair and Maintenance Reserve
Aramark will provide a reserve of 1% of Gross Receipts for the funding of the repair and maintenance of equipment associated with the Services.
EXHIBIT "D"

Contractor's Insurance Requirements

I. During the Term, Contractor shall, at its own cost and expense, maintain with respect to its operations at the Times Union Center the following insurance coverages written for the limits specified for each coverage or required by law, whichever is greater and including the provisions enumerated below:

A. Commercial General Liability

Bodily Injury and Property Damage Limit $1,000,000 each occurrence
Products/Completed Operations Limit $1,000,000 aggregate
Personal Injury & Advertising Injury Limit $1,000,000 each person/organization
General Aggregate $2,000,000 aggregate

Insurance Industry Standard language for Contractual Liability, Premises/Operations, Products/Completed Operations and Personal Injury shall be included.

B. Liquor Liability (if alcoholic beverages are served or sold) $1,000,000 each common cause

C. Automobile Liability

Owned, Hired and Non-Owned Autos Combined Single Limit for Bodily Injury & Property Damage $1,000,000 each accident

D. Excess "Umbrella" Liability Combined Single Limit for Bodily Injury & Property Damage $5,000,000 each occurrence

Insurance Industry Standard language for Contractual Liability, Premises/Operations, Products/Completed Operations and Personal Injury shall be included.

E. Workers' Compensation & Employers' Liability

Statutory coverage complying with New York Workers' Compensation Law

F. Additional Insureds

The County and Capital Newspapers Division of the Hearst Corporation and their respective officers and agents as additional insured shall be named as additional insured on a primary basis under the Contractor's policies for General Liability coverage and Excess "Umbrella" Liability coverage. Any insurance coverage (additional or otherwise) that Contractor provides for the Additional Insureds shall only cover insured liability assumed by Contractor in this Agreement; such insurance coverage shall not cover liability with or arising out of the wrongful or negligent acts or omissions of the Additional Insureds.
G. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability Standards, and will be delivered, as applicable, in accordance with policy provisions.

II. Each certificate of insurance required shall be of form and content reasonably satisfactory to the County Attorney:

(a) The County shall be included as an additional insured on certificates evidencing all liability policies. Proposal number must appear on insurance certificate.

III. No work shall be commenced under the Agreement until Contractor has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the Agreement to be procured by Contractor in a certificate of insurance. If at any time, any of said policies shall expire or become reasonably unsatisfactory to the County, Contractor shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of Contractor to furnish, deliver and maintain such insurance as above provided, the Agreement may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of Contractor to procure and maintain any required insurance shall not relieve Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of Contractor concerning indemnification.
October 10, 2019

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

Dear Chairman Joyce:

This is a request for legislative action to authorize amendments to the Coalition Inter-municipal/Memorandum of Understanding Agreement which expires December 31, 2022 and to approve the related SEQR Determination of Significance.

These amendments have been approved by the Coalition Board of Directors and they are intended to better align how membership dues are calculated so that interested municipalities can share a dedicated staff person and County support for stable Coalition staffing can be managed efficiently. A copy of the amended inter-municipal agreement is attached. To execute these amendments, all co-signatories need to be authorized by their respective governing boards.

Also, as required by the State Environmental Review Act, the County Legislature needs to consider and approve the recommended Determination of Significance. The related Short Environmental Assessment Form is attached as is additional information about the Coalition.

Should you have any questions, please contact me. I can be reached by phone, 447-5645 or e-mail, Nancy.Heinzen@albanycounty.ny.gov.

Sincerely,

Nancy Heinzen
Director/Program Coordinator

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

Description (e.g., Contract Authorization for Information Services):
Stormwater Coalition Intermunicipal Agreement Amendment

Date: 10/4/2019
Submitted By: Nancy Heinzen
Department: Stormwater Coalition
Title: Director
Phone: 518-447-5645
Department Rep.
Attending Meeting: Nancy Heinzen

Purpose of Request:

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

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

Contract Terms/Conditions:

Party (Name/address):

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:
Scope of Services:

Bond Res. No.:
Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☐ No ☒
If Mandated Cite Authority:

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

County Budget Accounts:
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) January 1, 2018 - December 31, 2022  
Length of Contract: 5 years  

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

Previous requests for Identical or Similar Action:  
Resolution/Law Number: Resolution No. 300 for 2017  
Date of Adoption: 8/14/17  

Justification: (state briefly why legislative action is requested)  
This is a request for legislative action to authorize amendments to the Coalition Inter-municipal/Memorandum of Understanding Agreement which expires December 31, 2022 and to approve the related SEQR Determination of Significance.

These amendments have been approved by the Coalition Board of Directors and they are intended to better align how membership dues are calculated so that interested municipalities can share a dedicated staff person and County support for stable Coalition staffing can be managed efficiently. A copy of the amended inter-municipal agreement is attached. To execute these amendments, all co-signatories need to be authorized by their respective governing boards.

Also, as required by the State Environmental Review Act, the County Legislature needs to consider and approve the recommended Determination of Significance. The related Short Environmental Assessment Form is attached as is additional information about the Coalition.
ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF
UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON
ISSUES RELATED TO STORM WATER MANAGEMENT

1.0 Purpose and Authority

This Agreement is authorized pursuant to Article 5-G of the General Municipal Law, as it applies
to municipalities. For those regulated Non-Traditional MS4s which are not municipalities, this
Agreement serves as a memorandum of understanding between municipal and non-municipal
signatories. Its purpose is to foster cooperation and to provide for the provision of joint services related
to compliance with the requirements of the MS4 program established under state and federal law
specifically, and for matters related to management of storm water more generally.

2.0 Definitions

For purposes of the Agreement, the following terms are defined:

2.1 “Additional Service” shall mean services in addition to the Basic Services which are approved by
the Board of Directors; these are provided to individual Members who pay separately for the Additional
Service.

2.2 “Basic Services” shall mean those services available to all Members.

2.3 “Board of Directors” shall mean the governing board of the Coalition, comprised of one
representative from each Member.

2.4 “Coalition” or “Stormwater Coalition of Albany County” shall mean the group of municipalities
and other governmental entities that are parties to this Agreement.

2.5 “Coalition Account” shall mean the account which holds all funds of the Coalition.

2.6 “Coalition Stormwater Program Director” shall mean the staff person responsible for the day-to-
day business of the Coalition and implementing the Work Plan.
2.7 “Director” shall mean an individual serving on the Coalition Board of Directors.

2.8 “Grant Account” shall mean any account which is created by the Chief Fiscal Officer of the County to maintain funds provided to the Coalition through grants to the Host.

2.9 “Host” means Albany County.

2.10 “Host Liaison” shall mean a person appointed by the Host’s Chief Executive Officer who attends Board of Director meetings and serves as a liaison between the Host and the Coalition.

2.11 “MS4 Program” shall mean the municipal separate storm sewer system program established under federal and state law.

2.12 “Member” or “Members” shall mean any dues paying entity which serves on the Coalition Board of Directors.

2.13 “Membership Fee” shall mean the total amount of annual dues paid by a Member.

2.14 “Municipality” shall mean any village, town, or city within Albany County.

2.15 “Non-MS4 Municipality” shall mean any municipality in Albany County that is not subject to the MS4 Program.

2.16 “Non-Traditional MS4” shall mean any government entity wholly or partially in Albany County subject to the MS4 Program that is not a Traditional MS4, including state and federal prisons, office complexes, hospitals, state transportation agencies, university campuses, public housing authorities, schools, other special districts.

2.17 “Signatory” shall mean the individual authorized by each Member or Supporter to enter into contracts.

2.18 “Statement of Intent” shall mean a written statement from an individual Member indicating their commitment to continue as a paying Member at the amount approved by the Board of Directors for the upcoming fiscal year.
2.19 “Supporters” shall mean an entity not subject to the MS4 permit who wishes to join the Coalition upon its own initiative.

2.20 “Traditional MS4” shall mean any city, town, or village in Albany County subject to the requirements of the MS4 program and the County of Albany.

2.21 “Working Group” shall mean the group of representatives appointed by individual Members to implement the Work Plan.

2.22 “Work Plan” shall mean the annually prepared document approved by the Coalition Board of Directors which shows projected services and related activities for the upcoming fiscal year.

3.0 Parties to the Agreement

3.1 Current Members.

Traditional MS4s who participated in the fully executed inter-municipal agreement titled “ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON ISSUES RELATED TO STORM WATER MANAGEMENT” effective October 19, 2015, are Current Members of the Coalition. Current Members include: Albany County, City of Albany, Town of Bethlehem, City of Cohoes, Town of Colonie, Village of Colonie, Village of Green Island, Town of Guilderland, Village of Menands, Town of New Scotland, City of Watervliet, and the University at Albany—SUNY.

3.2 Additional Members.

Membership in the Coalition will also be available to Non-Traditional MS4s which are not municipal corporations, newly regulated MS4s, and Non-MS4 Municipalities. Any such entity desiring to become a Member will present a statement indicating their interest to become a Member of the coalition and commitment to abide by the terms of this Agreement. For Non-Traditional MS4s, the statement is signed by the individual authorized to enter into
contracts and the individual (by job title) who signed the MS4 Permit Notice of Intent. For
Traditional MS4s, the resolution is authorized by a majority vote of the voting strength of its
governing body, and then signed by the Chief Elected Official, or their designated
representative. Upon receiving a majority vote of the Coalition Board of Directors, such an
entity will then execute the Agreement and become a Member.

3.3 Rights of Members.

All Members will have the following rights under the Agreement:

a. Access to all Basic Services on the same basis.

b. Attendance and participation in all meetings of the Coalition and of its Working
   Groups, committees, and subcommittees.

c. Access to all financial information concerning the operation of the Coalition.

d. The ability to cast a single vote on all issues before the Board of Directors.

3.4 Non-Traditional MS4s Not Eligible For Membership

If, for whatever reasons, a Non-Traditional MS4 may not be eligible to participate as a
voting Member serving on the Board of Directors, to the extent that such a Non-Traditional MS4
and Coalition can enter into contracts, the Board of Directors may contract with a Non-
Traditional MS4 upon such terms and conditions as it determines appropriate.

3.5 Participating Entities Not Subject to the MS4 Program.

At the request of an entity that is not subject to the MS4 Program or on its own
initiative, the Board of Directors may invite any such entity to participate in some or all of the
Coalition’s activities upon terms it determines appropriate. Such terms may involving charging a
fee to participate in Coalition activities, with participation and fees both subject to approval by
the Board of Directors. The purpose of these fees is to cover the direct and indirect costs of the
activity, and the activities must be a component of the adopted Coalition Work Plan. Such entities may also contribute tangible, non-monetary support to the Coalition.

4.0 Basic Services of the Coalition.

4.1 The Parties agree that the Coalition will perform the following Basic Services:

a. Serve as a clearinghouse for information concerning the MS4 Program and stormwater management by conducting Working Group Meetings, preparing and maintaining the Coalition’s website, and facilitating the routine sharing of stormwater experiences and expertise.

b. Contract for the provision of services and the purchase of goods in support of its purposes. The procurement of any services will comply with the requirements of General Municipal Law.

c. Subject to the approval of the municipal sponsors: apply for, administer, and implement grants on behalf of its Members related to the MS4 Program or stormwater management more generally.

d. Assist in the preparation and submission of a joint annual report to NYSDEC as allowed in the most current MS4 permit.

e. Provide for the development, distribution, and annual review of a joint stormwater management program document which may describe Best Management Practices and Measurable Goals pertaining to the MS4 permit compliance.

f. Implement MS4 permit requirements collaboratively for the purpose of individual MS4 permit compliance.

g. Implement MS4 permit requirements for individual Members as requested and funded by the Member, provided the services do not impact the delivery of Basic Services for all Members.
h. Represent Members’ interests.

i. Provide support for regulatory audits.

j. Develop long term, sustainable funding mechanisms for all aspects of the MS4 Program.

k. Identify issues of growing concern and recommend approaches to investigating and addressing them.

l. Support CSO permit implementation where mandated Best Management Practices shall duplicate or be similar to mandated MS4 permit Best Management Practices.

m. Support MS4 program implementation based on watershed boundaries.

n. Manage Coalition operations.

o. Support shared stormwater mapping across Member Jurisdictional boundaries.

4.2 The Coalition may perform any Additional Service related to the MS4 Program or stormwater management more generally by one of the following mechanisms:

a. An amendment to this Agreement which adds a service to the Basic Services listed above.

b. By having one or more Members identify the additional costs associated with that Additional Service and establishing a mechanism for interested Members to receive the Additional Service through payment of an additional fee over and above the fees set forth in Article 9.0, such that the additional fees cover all direct and indirect costs of the Additional Service.

4.3 Where one or more Members propose to undertake any Additional Service at their expense, as provided for in section 4.2 (b), the Board of Directors will be required to approve such service to ensure that it shall not interfere with the Basic Services of the Coalition.

5.0 Board of Directors.

5.1 A Board of Directors will be established consisting of one representative of each Member, each such representative being known as a Director. The governing board of each Coalition Member,
if a Traditional MS4 or Non-MS4 municipality, shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition for a period of one (1) year or such other period determined by the Member. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative to the Coalition. If a Non-Traditional MS4, the individual responsible for signing the MS4 Permit Notice of Intent shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition for a period of one (1) year or such other period determined by the Member.

5.2 The Host will appoint a representative to serve in an advisory capacity to the Board of Directors and Coalition Stormwater Program Director. They will be appointed by the Host Chief Executive Officer and their title shall be Host Liaison.

5.3 Each Director shall have one vote. A majority vote of the total number of Directors will be necessary to pass any resolution.

5.4 At the first Board Meeting of the fiscal year, the Board of Directors will select a chairperson of the Coalition. The chair will help guide Coalition operations, address personnel issues, facilitate Board meetings, and assist the Coalition Stormwater Program Director as needed.

5.5 A majority of the total number of Directors will constitute a quorum and no business of the Board of Directors will be conducted without a quorum.

5.6 Meetings of the Board of Directors will be subject to the Open Meetings Law.

5.7 The Board of Directors will keep and provide minutes of its meetings.

5.8 Approval of the Board of Directors is needed for the following actions by the Coalition:

a. Adoption of the annual Work Plan and budget.

b. All personnel decisions.
c. Application for grants.

d. Adoption and amendment of bylaws.

e. Approval of contract awards.

f. Authorization to make a contract and purchase payments in excess of five thousand ($5,000.00) dollars.

g. Provision of policy direction and oversight for the Coalition Stormwater Program Director.

h. Permit entities that are not eligible for Coalition Membership to participate in Coalition activities.

i. Any other action for which this Agreement requires Board of Directors approval.

6.0 Coalition Stormwater Program Director and Other Employees.

6.1 The Board of Directors will appoint the Coalition Stormwater Program Director, subject to consensus with the Host. The Coalition Stormwater Program Director will be responsible for the day-to-day business of the Coalition under the direction of the Board of Directors.

6.2 The Board of Directors may appoint such other part-time and full-time employees of the Coalition as may be funded in the Annual Budget, subject to consensus with the Host.

6.3 All such employees will be deemed employees of the County of Albany. The Coalition will establish any such position through the Department of Civil Service of Albany County, to be updated as needed.

6.4 All such employees will be entitled to the same benefits as employees of the County of Albany, including the making of employer’s contributions for retirement, social security, health insurance, worker’s compensation, and other similar benefits.

6.5 The cost of all salary and benefits for any such employee will be an expense of the Coalition.

7.0 Finances of the Coalition.

7.1 The Chief Fiscal Officer of the County of Albany will have custody of all funds of the Coalition.
7.2 Funds of the Coalition shall be deposited in a separate account which shall only be used for Coalition expenses, referred to as the Coalition Account.

7.3 Funds provided to the Host as detailed in grant contracts may be deposited into a separate account which may only be used for grant expenses, referred to as the Grant Account.

7.4 In the event the Coalition undertakes any activity beyond the Basic Services, a separate account may be established for each service beyond those Basic Services, and deposits and withdrawals from those accounts will correspond to payments made on behalf of work provided for each Additional Service.

7.5 The Chief Fiscal Officer of the County of Albany has the authority to dispense funds from the Coalition Account for all personnel expenses, all non-personnel expenses of five thousand ($5,000) or less upon the review and audit of proper documentation for such expenses and all non-personnel expenses in excess of five thousand ($5,000.00) upon the authorization of the Board of Directors. No funds will be dispensed unless they are within the overall budget expenditure adopted by the Board of Directors and unless the obligation was incurred in accordance with applicable procurement policies, if any.

7.6 All funds collected as Membership Fees or from whatever other source that are the property of the Coalition will be delivered to the Chief Fiscal Officer of the County of Albany for deposit in the Coalition Account.

7.7 The Coalition will not incur any obligations which cumulatively exceed the budget allocations for any given fiscal year.

8.0 Budget and Work Plan

8.1 The fiscal year of the Coalition will be from January 1 to December 31.

8.2 On or before June 25 of each year, the Coalition Stormwater Program Director will provide a proposed budget to the Board of Directors together with a proposed Work Plan.
8.3 The proposed budget will show the projected cost of all Coalition activities for Basic Services for the upcoming fiscal year, the projected amount of grant funds that will be received during the upcoming fiscal year, any other non-local income, and the amount of local income to be raised through Membership Fees. The Membership Fee will be itemized by Coalition Member, to include fees from Non-Traditional MS4s Not Eligible for Membership (3.4).

8.4 The proposed budget will separately show the cost of any Additional Services that will be paid for through a supplemental fee.

8.5 The proposed budget will separately show the in-kind services to be provided by the County of Albany pursuant to Section 9.4 of this Agreement.

8.6 The proposed Work Plan will show the projected services and related activities for the upcoming fiscal year and projected costs for each such activities where possible and appropriate.

8.7 The Board of Directors will approve the proposed budget and Work Plan as submitted or make such modifications as it determines are necessary.

8.8 When the proposed budget is approved, the Coalition Stormwater Program Director will finalize the amount of fees owed by each Member for the Basic Services pursuant to Article 9.0 of this Agreement and for each Additional Service requested by a Member. The Coalition Stormwater Program Director will send a letter to the Chief Executive Officer of such Member on or before July 15 with such information, or as soon as possible thereafter.

8.9 On or before August 15, the governing body of each Member will send a Statement of Intent to the Coalition indicating whether it intends to continue its Membership for the upcoming fiscal year.

8.10 When an Additional Service is to be undertaken by the Coalition, the budget shall provide a separate accounting for any such service and the means with which such service will be paid for.
9.0 Membership Fee.

9.1 The Members will make payments to the Coalition on the following basis, subject to change as adopted by the Coalition Board of Directors:

- Base Fee for Traditional MS4 other than Albany County: $3,500.00
- Base Fee for Albany County: $7,000.00
- Base Fee for Non-Traditional MS4: $3,500.00
- Base Fee for Non-MS4 Municipalities: $1,750.00

Members may pay a supplemental fee. If so, the supplemental fee will be paid by the Members based on the following point system and formula.

Each Traditional MS4 except Albany County is designated a number of points based on the following system:

**Total Population.** In the case of Towns that have Villages that are separate Current Members, the population will be based on the population of the Town, excluding that Village.

Population is based on the most recent census figures.

- 50,000+ points: 3 points
- 25,001 to 50,000: 2 points
- 7,501 to 25,000: 1 point
- Up to 7,500: 0 points
Total Square Mileage in MS4 Designated Areas. In the case of Towns that have Villages that are separate Current Members, the total square mileage will be based on the square mileage in the MS4-designated area of the Town, excluding that Village.

- 30 sq. miles+ 2 points
- 10-30 sq. miles 1 point
- Up to 10 sq. miles 0 points

Additional Points. Members may agree to a Member-wide increase of equal point value to be assigned to all Members and individual Members may request additional “points” from the Coalition where the points represent service hours.

These additional points are added to the Traditional MS4 “points” to calculate total points for a given budget year. The value of each point will be calculated by reducing the budget by the amount of the total base fees paid by all Members. The remainder will be divided by the total number of points associated with all methods for determining points. This is the price per point.

The supplemental fee for each Member will be the price per point times the number of points for each Member.

The annual Membership Fee for each Member is the base fee plus any supplemental fee.

9.2 Membership Fees for all Members will be due on January 31 of each year. A one percent (1%) surcharge will be added to the fees due that are a month or more overdue. Such surcharge will accumulate at the rate of one percent (1%) of each month or part thereof for which the fees are overdue.
9.3 If a Member fails to pay its fees in full within six (6) months after such fees are due, the Board of Directors may suspend the rights of such Member until payment is made in full, including any surcharge.

9.4 In addition to its base fee and any supplemental fees, Albany County agrees to provide the Coalition with the following in-kind services, such services to constitute a non-monetary portion of its total Membership Fee:

- Office space, furniture, and storage for Coalition records
- Payroll and benefits support
- Computer services
- Legal support for grants, contracts, and minor questions of law
- Purchasing services
- Telephone and office equipment
- County fleet
- Budgeting
- Legislative support

10.0 Role of the Host

10.1 The Host will assign to various County departments the delivery of in-kind services. The Host Liaison described in Section 5.2 will facilitate the delivery of these services.

10.2 Routine payroll and purchasing services will be provided by the Albany County Department of Public Works. Legislative action initiated by the Coalition will be communicated to the Albany County Department of Public Works and coordinated with the Albany County Department of Public Works and/or with the Host Liaison. Communication regarding routine deadlines and
County initiatives thought to be relevant to the Coalition will be the responsibility of the Albany County Department of Public Works and Host Liaison.

11.0 Working Group and Subcommittees.

11.1 Each Member will appoint one or more representatives who will participate in the Working Group of the Coalition. That representative may also be a Director.

11.2 The Working Group will meet on a periodic basis to be determined by the Coalition Stormwater Program Director but not less frequently than once every two months.

11.3 The Working Group will establish and abolish such subcommittees as may be needed from time to time to handle the business of the Coalition. The Members agree to participate in good faith on the subcommittees on which they serve.

11.4 The Coalition Stormwater Program Director will coordinate the activities of the Working Group and its subcommittees, providing administrative support directly or through other employees of the Coalition.

12.0 Miscellaneous Provisions

12.1 All records of the Coalition are subject to the Freedom of Information Law.

12.2 Each Member shall indemnify and hold harmless the other Members, their officers, agents, and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.

12.3 This Agreement will be governed by and construed in accordance with the laws of the State of New York.

12.4 This Agreement will become effective upon the execution of this Agreement by all of the interested Traditional MS4s after authorizing resolutions have been duly adopted by their governing bodies or, if not executed by all of the Traditional MS4s by September 30, 2017, the Agreement will
become effective when executed by at least ten of the Current Members, after authorization resolutions
have been duly adopted by their governing bodies, so long as Albany County is among those who have
executed this Agreement. Any Current Member that has not executed this Agreement when it becomes
effective may renew their status as a Current Member thereafter when that Current Member executes
this Agreement after being duly authorized by the governing body.

12.5 Whenever an entity is admitted to Membership in the middle of the Coalition's fiscal year, the
Board of Directors may decide to prorate the Membership Fee for such new Member and charge an
administrative fee to cover the cost of updating relevant Stormwater Coalition documents.

12.6 Any Member may withdraw from the Coalition upon sixty (60) days written notice to the
Coalition Stormwater Program Director. The withdrawal of a Member will not entitle that Member to
the refund of any Membership Fee.

12.7 Should an existing Member or Non-Traditional MS4 Not Eligible for Membership (See Section
3.4) choose to leave in the middle of the Coalition's fiscal year, then return within a two (2) year period,
their Membership Fee or contractual annual fee for a Non-Traditional MS4 Not Eligible for Membership,
is the full amount as itemized in the budget adopted by the Board of Directors at the time of departure.
This fee is an annual charge for each fiscal year of their absence, to compensate for benefits that
continued to be derived during that absence, excluding the fiscal year of their departure, due within
thirty (30) days of their date of re-entry, with that date determined and approved by the Coalition Board
of Directors. The Board of Directors may decide to charge an administrative fee to cover the cost of
updating relevant Stormwater Coalition documents.

12.8 This Agreement may be executed in duplicate originals.
12.9  This Agreement may be amended upon the written consent of a majority of all Members, such
consent to be given by their respective governing bodies in the same manner as the initial approval of
this Agreement.

12.10 This Agreement may be terminated upon the written consent of a majority of the Current
Members, such consent to be given by their respective governing bodies.

12.11 Prior to termination, the Coalition Board of Directors will dispose of all Coalition assets and legal
documents. These assets may include intellectual property, such as printed material; equipment and
software, such as computers, printers and mapping equipment, the Coalition Stormwater Web Mapper;
or the Stormwater Coalition website. Legal documents include those documents pertaining to
recordkeeping requirements noted in past and current NYSDEC SPDES General Permits for Stormwater
Discharges from Municipal Separate Storm Sewer System (MS4s) and documents named in grant
contracts where the Host is the contractual party and the Coalition implements grant deliverables.

12.12 If not terminated earlier, this Agreement will remain in effect until December 31, 2022.

WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH OF
THE FOLLOWING MUNICIPALITIES AND SIGNATORIES FOR NON-TRADITIONAL MS4S HAVE DULLY
AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW

Date: ______________________  City of Albany

By: ______________________

Title: _______________________
Date: ______________________

City of Cohoes

By: ______________________

Title:

Date: ______________________

City of Watervliet

By: ______________________

Title:

Date: ______________________

Town of Bethlehem

By: ______________________

Title:

Date: ______________________

Town of Colonie

By: ______________________

Title:

Date: ______________________

Town of Guilderland

By: ______________________

Title:
ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF
UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON
ISSUES RELATED TO STORM WATER MANAGEMENT

1.0 Purpose and Authority

This Agreement is authorized pursuant to Article 5-G of the General Municipal Law, as it applies to municipalities. For those regulated Non-Traditional MS4s which are not municipalities, this Agreement serves as a memorandum of understanding between municipal and non-municipal signatories. Its purpose is to foster cooperation and to provide for the provision of joint services related to compliance with the requirements of the MS4 program established under state and federal law specifically, and for matters related to protecting water quality and managing storm water more generally.

2.0 Definitions

For purposes of the Agreement, the following terms are defined:

2.1 “Additional Services” shall mean services in addition to the Basic Services which are approved by the Board of Directors; these are provided to interested Members for the duration of this Agreement. Such Members pay separately for these services and the services are provided by an Additional Services dedicated Coalition staff person. At this time, the present interested Members in securing additional services are: (1) the City of Cohoes, (2) the Village of Menands, (3) the City of Watervliet, and (4) the Town of New Scotland.

2.2 “Basic Services” shall mean those services available to all Members.

2.3 “Board of Directors” shall mean the governing board of the Coalition, comprised of one (1) representative from each Member.
2.4 "Coalition" or "Stormwater Coalition of Albany County" shall mean the group of municipalities and other governmental entities that are parties to this Agreement.

2.5 "Coalition Account" shall mean the account which holds all funds of the Coalition.

2.6 "Coalition Stormwater Program Director" shall mean the staff person responsible for the day-to-day business of the Coalition and implementing the Work Plan.

2.7 "Director" shall mean an individual serving on the Coalition Board of Directors.

2.8 "Grant Account" shall mean any account which is created by the Chief Fiscal Officer of the County to maintain funds provided to the Coalition through grants to the Host.

2.9 "Host" means Albany County.

2.10 "Host Liaison" shall mean a person appointed by the Host's Chief Executive Officer who attends Board of Director meetings and serves as a liaison between the Host and the Coalition.

2.11 "MS4 Program" shall mean the municipal separate storm sewer system program established under federal and state law.

2.12 "Member" or "Members" shall mean any dues paying entity which serves on the Coalition Board of Directors.

2.13 "Membership Fee" shall mean the total amount of annual dues paid by a Member.

2.14 "Municipality" shall mean any village, town, or city within Albany County.

2.15 "Non-MS4 Municipality" shall mean any municipality in Albany County that is not subject to the MS4 Program.

2.16 "Non-Traditional MS4" shall mean any government entity wholly or partially in Albany County subject to the MS4 Program that is not a Traditional MS4, including state and federal prisons, office complexes, hospitals, state transportation agencies, university campuses, public housing authorities, schools, other special districts.
2.17 "Signatory" shall mean the individual authorized by each Member or Supporter to enter into contracts.

2.18 "Staff Support Supplement" shall mean discretionary sums provided to the Coalition by Albany County from the General Fund for Basic Services so that the Coalition's compliance programs can continue uninterrupted. The amount is not to exceed one hundred thousand and 00/100 ($100,000) annually.

2.19 "Statement of Intent" shall mean a written statement from an individual Member indicating their commitment to continue as a paying Member at the amount approved by the Board of Directors for the upcoming fiscal year.

2.20 "Supporters" shall mean an entity not subject to the MS4 permit who wishes to join the Coalition upon its own initiative.

2.21 "Traditional MS4" shall mean any city, town, or village in Albany County subject to the requirements of the MS4 program and the County of Albany.

2.22 "Working Group" shall mean the group of representatives appointed by individual Members to implement the Work Plan.

2.23 "Work Plan" shall mean the annually prepared document approved by the Coalition Board of Directors which shows projected services and related activities for the upcoming fiscal year.

3.0 Parties to the Agreement

3.1 Current Members.

Traditional MS4s who participated in the fully executed inter-municipal agreement titled "ALBANY COUNTY INTER-MUNICIPAL AGREEMENT AND MEMORANDUM OF UNDERSTANDING TO CONTINUE AN EXISTING COALITION FOR COOPERATION ON ISSUES RELATED TO STORM WATER MANAGEMENT" effective June 25, 2019, are current
Members of the Coalition. Current Members include: Albany County, City of Albany, Town of Bethlehem, City of Cohoes, Town of Colonie, Village of Green Island, Town of Guilderland, Village of Menands, Town of New Scotland, Village of Voorheesville, City of Watervliet, and the University at Albany—SUNY.

3.2 Additional Members.

Membership in the Coalition will also be available to Non-Traditional MS4s which are not municipal corporations, newly regulated MS4s, and Non-MS4 Municipalities. Any such entity desiring to become a Member will present a statement indicating their interest to become a Member of the coalition and commitment to abide by the terms of this Agreement. For Non-Traditional MS4s, the statement is signed by the individual authorized to enter into contracts and the individual (by job title) who signed the MS4 Permit Notice of Intent. For Traditional MS4s, the resolution is authorized by a majority vote of the voting strength of its governing body, and then signed by the Chief Elected Official, or their designated representative. Upon receiving a majority vote of the Coalition Board of Directors, such an entity will then execute the Agreement and become a Member.

3.3 Rights of Members.

All Members will have the following rights under the Agreement:

a. Access to all Basic Services on the same basis.

b. The Option to secure Additional Services

c. Attendance and participation in all meetings of the Coalition and of its Working Groups, committees, and subcommittees.

d. Access to all financial information concerning the operation of the Coalition.

e. The ability to cast a single vote on all issues before the Board of Directors.
3.4 Non-Traditional MS4s Not Eligible For Membership

If, for whatever reason, a Non-Traditional MS4 may not be eligible to participate as a voting Member serving on the Board of Directors, to the extent that such a Non-Traditional MS4 and Coalition can enter into contracts, the Board of Directors may contract with a Non-Traditional MS4 upon such terms and conditions as it determines appropriate.

3.5 Participating Entities Not Subject to the MS4 Program.

At the request of an entity that is not subject to the MS4 Program or on its own initiative, the Board of Directors may invite any such entity to participate in some or all of the Coalition’s activities upon terms it determines appropriate. Such terms may involve charging a fee to participate in Coalition activities, with participation and fees both subject to approval by the Board of Directors. The purpose of these fees is to cover the direct and indirect costs of the activity, and the activities must be a component of the adopted Coalition Work Plan. Such entities may also contribute tangible, non-monetary support to the Coalition.

4.0 Basic Services of the Coalition.

4.1 The Parties agree that the Coalition will perform the following Basic Services:

a. Serve as a clearinghouse for information concerning the MS4 Program and stormwater management by conducting Working Group Meetings, preparing and maintaining the Coalition’s website, and facilitating the routine sharing of stormwater experiences and expertise.

b. Contract for the provision of services and the purchase of goods in support of its purposes. The procurement of any services will comply with the requirements of General Municipal Law.
c. Subject to the approval of the municipal sponsors: apply for, administer, and implement grants on behalf of its Members related to the MS4 Program or stormwater management more generally.

d. Assist in the preparation and submission of a joint annual report to NYSDEC as allowed in the most current MS4 permit.

e. Provide for the development, distribution, and annual review of a joint stormwater management program documents which may describe Best Management Practices and Measurable Goals pertaining to the MS4 permit compliance.

f. Implement MS4 permit requirements collaboratively for the purpose of individual MS4 permit compliance.

g. Implement MS4 permit requirements for individual Members provided the services do not impact the delivery of Basic Services for all Members.

h. Represent Members’ interests.

i. Provide support for regulatory audits.

j. Develop long term, sustainable funding mechanisms for all aspects of the MS4 Program.

k. Identify issues of growing concern and recommend approaches to investigating and addressing them.

l. Support CSO permit implementation where mandated Best Management Practices shall duplicate or be similar to mandated MS4 permit Best Management Practices.

m. Support MS4 program implementation based on watershed boundaries.

n. Manage Coalition operations.

o. Support shared stormwater and related water infrastructure mapping across Member jurisdictional boundaries.
p. Support the collection and analysis of stormwater program inspection data across Member jurisdictional boundaries.

5.0 Board of Directors.

5.1 A Board of Directors will be established consisting of one (1) representative of each Member, each such representative being known as a Director. The governing board of each Coalition Member, if a Traditional MS4 or Non-MS4 municipality, shall designate a permanent representative and one (1) or more alternates (as it shall see fit) to serve on the Coalition for a period of one (1) year or such other period determined by the Member. In the event no permanent representative or alternate has been designated, or no designated permanent representative or alternate is able to act, the supervisor of the town, or mayor of the village or city, or the Chief Executive Officer, as the case may be, or their designee shall serve as the representative to the Coalition. If a Non-Traditional MS4, the individual responsible for signing the MS4 Permit Notice of Intent shall designate a permanent representative and one or more alternates (as it shall see fit) to serve on the Coalition for a period of one (1) year or such other period determined by the Member.

5.2 The Host will appoint a representative to serve in an advisory capacity to the Board of Directors and Coalition Stormwater Program Director. They will be appointed by the Host Chief Executive Officer and their title shall be Host Liaison.

5.3 Each Director shall have one (1) vote. A majority vote of the total number of Directors will be necessary to pass any resolution.

5.4 At the first Board Meeting of the fiscal year, the Board of Directors will select a chairperson and alternate chairperson of the Coalition. The chair will help guide Coalition operations, address personnel issues, facilitate Board meetings, and assist the Coalition Stormwater Program
Director as needed. When the chairperson is absent, the alternate chairperson will provide these services.

5.5 A majority of the total number of Directors will constitute a quorum and no business of the Board of Directors will be conducted without a quorum.

5.6 Meetings of the Board of Directors will be subject to the Open Meetings Law.

5.7 The Board of Directors will keep and provide minutes of its meetings.

5.8 Approval of the Board of Directors is needed for the following actions by the Coalition:
   a. Adoption of the annual Work Plan and budget.
   b. All personnel decisions.
   c. Application for grants.
   d. Adoption and amendment of bylaws.
   e. Approval of contract awards.
   f. Authorization to make a contract and purchase payments in excess of five thousand ($5,000.00) dollars.
   g. Provision of policy direction and oversight for the Coalition Stormwater Program Director.
   h. Approval of Members receiving Additional Services.
   i. Permit entities that are not eligible for Coalition Membership to participate in Coalition activities.
   j. Any other action for which this Agreement requires Board of Directors approval.

6.0 Coalition Stormwater Program Director and Other Employees.

6.1 The Board of Directors will appoint the Coalition Stormwater Program Director, subject to consensus with the Host. The Coalition Stormwater Program Director will be responsible for the day-to-day business of the Coalition under the direction of the Board of Directors.
6.2 The Board of Directors may appoint such other part-time and full-time employees of the Coalition as may be funded in the Annual Budget, subject to consensus with the Host. The Staffing Support Supplement provided by the County of Albany shall be used to provide for additional personnel employed to provide Basic Services to the Members.

6.3 All such employees will be entitled to the same benefits as non-union employees of the County of Albany, including the making of employer’s contributions for retirement, social security, health insurance, worker’s compensation, and other similar benefits.

6.4 The cost of all salary and benefits for any such employee will be an expense of the Coalition.

6.5 Additional Services shall be provided to Members who choose to pay additional fees to the Coalition for those services. These services shall be provided by an Additional Services dedicated Coalition staff person and managed by the Coalition’s Stormwater Program Director.

6.6 All such employees will be deemed employees of the County of Albany. The Coalition will establish any such position through the Department of Civil Service of Albany County, to be updated as needed.

7.0 Finances of the Coalition.

7.1 The Chief Fiscal Officer of the County of Albany will have custody of all funds of the Coalition.

7.2 Funds of the Coalition shall be deposited in a separate account which shall only be used for Coalition expenses, referred to as the Coalition Account.

7.3 Funds provided to the Host as detailed in grant contracts may be deposited into a separate account which may only be used for grant expenses, referred to as the Grant Account.

7.4 The Chief Fiscal Officer of the County of Albany has the authority to dispense funds from the Coalition Account for all personnel expenses, all non-personnel expenses of five thousand ($5,000) or less upon the review and audit of proper documentation for such expenses and all non-personnel expenses in excess of five thousand ($5,000.00) upon the authorization of the
Board of Directors. No funds will be dispensed unless they are within the overall budget expenditure adopted by the Board of Directors and unless the obligation was incurred in accordance with applicable procurement policies, if any.

7.5 All funds collected as Membership Fees or fees for Additional Services are the property of the Coalition. They will be delivered to the Chief Fiscal Officer of the County of Albany for deposit into the Coalition Account. The Staffing Support Supplement is managed administratively by the Chief Fiscal Officer of the County of Albany and the Commissioner of Management and Budget.

7.6 The Coalition will not incur any obligations which cumulatively exceed the budget allocations for any given fiscal year.

8.0 Budget and Work Plan

8.1 The fiscal year of the Coalition will be from January 1 to December 31.

8.2 On or before June 25 of each year, the Coalition Stormwater Program Director will provide a proposed budget to the Board of Directors together with a proposed Work Plan.

8.3 The proposed budget will show the projected cost of all Coalition activities for Basic Services and Additional Services for the upcoming fiscal year, the projected amount of grant funds that will be received during the upcoming fiscal year, any other non-local income, the projected amount of the Staffing Support Supplement, and the amount of local income to be raised through Membership Fees. The Membership Fee will be itemized by Coalition Member, to include fees from Other Non-Traditional MS4 Not Eligible for Membership (3.4).

8.4 The proposed budget will separately show the in-kind services to be provided by the County of Albany pursuant to Section 9.4 of this Agreement.

8.5 The proposed Work Plan will show the projected services and related activities for the upcoming fiscal year and projected costs for each such activities where possible and appropriate.
8.6 The Board of Directors will approve the proposed budget and Work Plan as submitted or make such modifications as it determines are necessary.

8.7 When the proposed budget is approved, the Coalition Stormwater Program Director will finalize the amount of fees owed by each Member for the Basic Services pursuant to Article 9.0 of this Agreement and for all Additional Services requested by a Member. The Coalition Stormwater Program Director will send a letter to the Chief Executive Officer of such Member on or before July 15 with such information, or as soon as possible thereafter.

8.8 On or before August 15, the governing body of each Member will send a Statement of Intent to the Coalition indicating whether it intends to continue its Membership for the upcoming fiscal year.

9.0 Membership Fee.

9.1 The Members will make payments to the Coalition on the following basis, subject to change as adopted by the Coalition Board of Directors:

<table>
<thead>
<tr>
<th>Type of MS4</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Fee for Traditional MS4 other than Albany County</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Base Fee for Albany County</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Base Fee for Non-Traditional MS4</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Base Fee for Non-MS4 Municipalities</td>
<td>$1,750.00</td>
</tr>
</tbody>
</table>

Members may pay a supplemental fee. If so, the supplemental fee will be paid by the Members based on the following point system and formula.

Each Traditional MS4 except Albany County is designated a number of points based on the following system:
**Total Population.** In the case of Towns that have Villages that are separate Current Members, the population will be based on the population of the Town, excluding that Village.

Population is based on the most recent census figures.

- 50,000+  
  3 points
- 25,001 to 50,000  
  2 points
- 7,501 to 25,000  
  1 point
- Up to 7,500  
  0 points

**Total Square Mileage in MS4 Designated Areas.** In the case of Towns that have Villages that are separate Current Members, the total square mileage will be based on the square mileage in the MS4-designated area of the Town, excluding that Village.

- 30 sq. miles+  
  2 points
- 10-30 sq. miles  
  1 point
- Up to 10 sq. miles  
  0 points

**Additional Points.** For the purpose of funding Basic Services, Members may agree to a Member-wide increase of equal point value to be assigned to all Members. These additional points are added to the Traditional MS4 “points” system to calculate total points for a given budget year. The value of each point will be calculated by reducing the budget by the amount of the total base fees paid by all Members. The remainder will be divided by the total number of points associated with all methods for determining points. This is the price per point.
The supplemental fee for each Member will be the price per point times the number of points for each Member.

The annual Membership Fee for each Member is the base fee plus any supplemental fee, plus Additional Service fees for Members identified in Definitions and approved by the Board of Directors.

9.2 Membership Fees for all Members will be due on January 31 of each year. A one percent (1%) surcharge will be added to the fees due that are a month or more overdue. Such surcharge will accumulate at the rate of one percent (1%) of each month or part thereof for which the fees are overdue.

9.3 If a Member fails to pay its fees in full within six (6) months after such fees are due, the Board of Directors may suspend the rights of such Member until payment is made in full, including any surcharge.

9.4 In addition to its base fee and any supplemental fees, Albany County agrees to provide the Coalition with the following in-kind services, such services to constitute a non-monetary portion of its total Membership Fee:

- Office space, furniture, and storage for Coalition records
- Payroll and benefits support
- Computer services
- Legal support for grants, contracts, and minor questions of law
- Purchasing services
- Telephone and office equipment
- County fleet
- Budgeting
- Legislative support
10.0 Role of the Host

10.1 The Host will assign to various County departments the delivery of in-kind services. The Host Liaison as described in Section 5.2 will facilitate the delivery of these services.

10.2 Routine payroll and purchasing support services will be provided by the Albany County Department of Public Works. Legislative action initiated by the Coalition will be communicated and coordinated with the Host Liaison. For the purpose of communicating routine deadlines and other matters related to County operations, the Coalition Director will be included in Department level email lists as determined by the Host Liaison.

11.0 Working Group and Subcommittees.

11.1 Each Member will appoint one or more representatives who will participate in the Working Group of the Coalition. That representative may also be a Director.

11.2 The Working Group will meet on a periodic basis to be determined by the Coalition Stormwater Program Director but not less frequently than once every two months.

11.3 The Working Group will establish and abolish such subcommittees as may be needed from time to time to handle the business of the Coalition. The Members agree to participate in good faith on the subcommittees on which they serve.

11.4 The Coalition Stormwater Program Director will coordinate the activities of the Working Group and its subcommittees, providing administrative support directly or through other employees of the Coalition.

12.0 Miscellaneous Provisions

12.1 All records of the Coalition are subject to the Freedom of Information Law.
12.2 Each Member shall indemnify and hold harmless the other Members, their officers, agents, and assigns, from all liability arising as a result of its own acts and omissions regarding the activities under this Agreement.

12.3 This Agreement will be governed by and construed in accordance with the laws of the State of New York.

12.4 This Agreement will become effective upon the execution of this Agreement by all of the interested Traditional MS4s after authorizing resolutions have been duly adopted by their governing bodies or, if not executed by all of the Traditional MS4s by September 30, 2017, the Agreement will become effective when executed by a least ten of the Current Members, after authorization resolutions have been duly adopted by their governing bodies, so long as Albany County is among those who have executed this Agreement. Any Current Member that has not executed this Agreement when it becomes effective may renew their status as a Current Member thereafter when that Current Member executes this Agreement after being duly authorized by the governing body.

12.5 Whenever an entity is admitted to Membership in the middle of the Coalition's fiscal year, the Board of Directors may decide to prorate the Membership Fee for such new Member and charge an administrative fee to cover the cost of updating relevant Stormwater Coalition documents.

12.6 Any Member may withdraw from the Coalition upon sixty (60) days written notice to the Coalition Stormwater Program Director. The withdrawal of a Member will not entitle that Member to the refund of any Membership Fee.

12.7 Should an existing Member or Non-Traditional MS4 Not Eligible for Membership (See Section 3.4) choose to leave in the middle of the Coalition’s fiscal year, then return within a two (2) year period, their Membership Fee or contractual annual fee for a Non-Traditional MS4 Not Eligible for Membership, is the full amount as itemized in the budget adopted by the Board of Directors at the time of departure.
This fee is an annual charge for each fiscal year of their absence, to compensate for benefits that continued to be derived during that absence, excluding the fiscal year of their departure, due within thirty (30) days of their date of re-entry, with that date determined and approved by the Coalition Board of Directors. The Board of Directors may decide to charge an administrative fee to cover the cost of updating relevant Stormwater Coalition documents.

12.8 This Agreement may be executed in duplicate originals.

12.9 This Agreement may be amended upon the written consent of a majority of all Members, such consent to be given by their respective governing bodies in the same manner as the initial approval of this Agreement.

12.10 This Agreement may be terminated upon the written consent of a majority of the Current Members, such consent to be given by their respective governing bodies.

12.11 Prior to termination, the Coalition Board of Directors will dispose of all Coalition assets and legal documents. These assets may include intellectual property, such as printed material; equipment and software, such as computers, printers and mapping equipment, the Coalition Stormwater Web Mapper; or the Stormwater Coalition website. Legal documents include those documents pertaining to recordkeeping requirements noted in past and current NYSDEC SPDES General Permits for Stormwater Discharges from Municipal Separate Storm Sewer System (MS4s) and documents named in grant contracts where the Host is the contractual party and the Coalition implements grant deliverables.

12.12 If not terminated earlier, this Agreement will remain in effect until December 31, 2022.
WHEREFORE, IN CONSIDERATION OF THE FOREGOING, THE GOVERNING BODIES OF EACH OF
THE FOLLOWING MUNICIPALITIES AND SIGNATORIES FOR NON-TRADITIONAL MS4S HAVE DULY
AUTHORIZED THE EXECUTION OF THIS AGREEMENT BY THE SIGNATURES BELOW

Date: ________________________

City of Albany

By: ________________________

Title: ______________________

Date: ________________________

City of Cohoes

By: ________________________

Title: ______________________

Date: ________________________

City of Watervliet

By: ________________________

Title: ______________________

Date: ________________________

Town of Bethlehem

By: ________________________

Title: ______________________
Date: ____________________________

Town of Colonie
By: ____________________________
Title:

Date: ____________________________

Town of Guilderland
By: ____________________________
Title:

Date: ____________________________

Town of New Scotland
By: ____________________________
Title:

Date: ____________________________

Village of Green Island
By: ____________________________
Title:

Date: ____________________________

Village of Menands
By: ____________________________
Title:
Overview

Stormwater Coalition of Albany County
(Short, 1pg, October 9, 2019)

The Stormwater Coalition of Albany County was formed in 2008 via an inter-municipal agreement which continues today. The purpose is to help regulated MS4/municipalities implement the MS4 Permit regulations. Where possible, members jointly implement permit requirements, otherwise Coalition resources support individual implementation.

There are currently twelve Coalition members. They are Albany County; City of Albany; Town of Bethlehem; City of Cohoes; Town of Colonie; Village of Green Island; Town of Guilderland; Village of Menands; Town of New Scotland; City of Watervliet; Village of Voorheesville; and University at Albany – SUNY. They each have a representative to the Coalition Board of Directors which meets quarterly. Some of the Board representatives also serve on the Coalition Working Group which meets monthly at any of the member community facilities. Annual dues are on a sliding scale, depending on population size, amount of MS4 designated urbanized area in the MS4/municipality, and interest in receiving additional services from Coalition staff. They range from a low of $4,669 to a high of $28,044. While there is funding for additional staff, currently 1 full time staff person, the Coalition Director/Coordinator, manages Coalition operations and services.

On the strength of the inter-municipal agreement and overall performance, the Coalition has also been a consistent recipient of NYSDEC stormwater grants, all used to augment the core Coalition budget and secure additional staffing for specific projects. Currently, the Coalition is in the final stages of implementing a four year grant from NYSDEC which among other deliverables funded staffing and equipment to complete MS4/municipal-wide storm system mapping. This mapping project and related use of cloud-based technology which ended June, 2019 propelled the Coalition to a new, potentially highly effective use of technology to implement more demanding MS4 Permit requirements anticipated for 2020 and beyond. The mapping project and related hiring of short-term grant funded staff also highlighted the importance of recruiting and retaining technical staff long term for the benefit of all members independent of grant funding.

For this reason, the Coalition Board of Directors agreed to amend the current inter-municipal-memorandum of understanding agreement with wording that supports a funding stream which promotes staff stability and embraces the opportunities associated with cloud-based mapping technology. This same amended inter-municipal agreement-memorandum of understanding, if approved supports a 2020 Coalition budget which includes funding for two full time and two part time Coalition staff. This staffing level is affordable for members and intended to direct resources to specific MS4 Permit requirements.

The value of inter-municipal cooperation as experienced by Coalition members is difficult to price and quantify, but has been evident throughout the ten years of operation. The Coalition functions as a place to get front-line advice and services not only from Coalition staff, but from other members. This advice is typically timely, practical, and relevant to the immediate problem. There is also a core willingness to help others in need, particular when EPA and NYSDEC auditors show up ready to ask detailed questions about compliance. Audit insights and pertinent documents are quickly shared and there’s a collective interest in each MS4/municipality’s success.

When combined all of these factors affect MS4 Permit implementation. What the Coalition does is level the playing field and consistently create a place to share what is learned and move that information, along with other resources, quickly to staff and municipalities in need. In this way, the stated regulatory goal of keeping our waters clean, while sometimes forgotten in the day-to-day work of permit implementation, is substantively supported and embraced by Coalition members.
### Short Environmental Assessment Form

**Part 1 - Project Information**

**Instructions for Completing**

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

#### Part 1 – Project and Sponsor Information

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>INTERMUNICIPAL STORMWATER AGREEMENT AMENDMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location (describe, and attach a location map):</td>
<td></td>
</tr>
</tbody>
</table>

**Brief Description of Proposed Action:**


<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
<th>COUNTY OF ALBANY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone:</td>
<td>518-447-7040</td>
</tr>
<tr>
<td>E-Mail:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>112 STATE ST.</td>
</tr>
<tr>
<td>City/PO:</td>
<td>ALBANY</td>
</tr>
<tr>
<td>State:</td>
<td>NY</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>12207</td>
</tr>
</tbody>
</table>

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

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

3. a. Total acreage of the site of the proposed action? __________ acres
    b. Total acreage to be physically disturbed? __________ acres
    c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? __________ acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   - [ ] Urban
   - [ ] Rural (non-agriculture)
   - [ ] Industrial
   - [ ] Commercial
   - [ ] Residential (suburban)
   - [ ] Forest
   - [ ] Agriculture
   - [ ] Aquatic
   - [ ] Other (Specify): Parkland

Page 1 of 3 SEAF 2019
5. Is the proposed action,  
   a. A permitted use under the zoning regulations?  
   b. Consistent with the adopted comprehensive plan?  

<table>
<thead>
<tr>
<th></th>
<th>NO</th>
<th>YES</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?  

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

7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?  
   If Yes, identify:  

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

8. a. Will the proposed action result in a substantial increase in traffic above present levels?  
   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?  

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

9. Does the proposed action meet or exceed the state energy code requirements?  
   If the proposed action will exceed requirements, describe design features and technologies:  

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

10. Will the proposed action connect to an existing public/private water supply?  
   If No, describe method for providing potable water:  

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

11. Will the proposed action connect to existing wastewater utilities?  
   If No, describe method for providing wastewater treatment:  

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

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?  
   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?  

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

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?  
   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:  

<table>
<thead>
<tr>
<th></th>
<th>NO</th>
<th>YES</th>
</tr>
</thead>
<tbody>
<tr>
<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?

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

   If Yes, briefly describe:

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?
   If Yes, explain the purpose and size of the impoundment:

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: County of Albany  
Date: 10/10/19

Signature: [Signature]  
Title: Sr. Natural Resource Planner
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></th>
<th>No, or small impact may occur</th>
<th>Moderate to large impact may occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?</td>
<td>✓</td>
</tr>
<tr>
<td>2.</td>
<td>Will the proposed action result in a change in the use or intensity of use of land?</td>
<td>✓</td>
</tr>
<tr>
<td>3.</td>
<td>Will the proposed action impair the character or quality of the existing community?</td>
<td>✓</td>
</tr>
<tr>
<td>4.</td>
<td>Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?</td>
<td>✓</td>
</tr>
<tr>
<td>5.</td>
<td>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>✓</td>
</tr>
<tr>
<td>6.</td>
<td>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>✓</td>
</tr>
<tr>
<td>7.</td>
<td>Will the proposed action impact existing:</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>a. public / private water supplies?</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>b. public / private wastewater treatment utilities?</td>
<td>✓</td>
</tr>
<tr>
<td>8.</td>
<td>Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?</td>
<td>✓</td>
</tr>
<tr>
<td>9.</td>
<td>Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?</td>
<td>✓</td>
</tr>
<tr>
<td>10.</td>
<td>Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?</td>
<td>✓</td>
</tr>
<tr>
<td>11.</td>
<td>Will the proposed action create a hazard to environmental resources or human health?</td>
<td>✓</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.

☐ 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
ANDREW C. JOYCE

Print or Type Name of Responsible Officer in Lead Agency

Signature of Responsible Officer in Lead Agency

CHAIRMAN

Date

Title of Responsible Officer

Signature of Preparer (if different from Responsible Officer)
October 10, 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 approval to adopt and implement the Albany County Stormwater Management Policy. The objective of this policy is to protect local waterways from a number of key pollutants. The policy outlines the procedures and responsibilities of County Departments and staff in implementing the stormwater permit compliance program.

Albany County adopted Local Law 7 of 2007 to prohibit any discharges of non-stormwater pollutants into its Municipal Separate Storm Sewer System (MS4) and into local waters present on or adjacent to County properties or ROW. The Stormwater Management Policy was drafted by the inter-departmental working group, for the purpose of laying out stormwater review and enforcement policies and procedures that are required to enforce Local Law 7 and meet our MS4 permit requirements.

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
Count of Albany

Legislation Text

File #: TMP-1214, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Approval to Adopt Albany County Stormwater Management Policy

Date: October 10, 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
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:
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 ☐

County Budget Accounts:
Justification: (state briefly why legislative action is requested)
The Department of Public Works (DPW) is requesting the Legislature’s approval to adopt and implement the Albany County Stormwater Management Policy. The objective of this policy is to protect local waterways from a number of key pollutants. The policy outlines the procedures and responsibilities of County Departments and staff in implementing the stormwater permit compliance program.

Albany County adopted Local Law 7 of 2007 to prohibit any discharges of non-stormwater pollutants into its Municipal Separate Storm Sewer System (MS4) and into local waters present on or adjacent to County properties or ROW. The Stormwater Management Policy was drafted by the inter-departmental working group, for the purpose of laying out stormwater review and enforcement policies and procedures that are required to enforce Local Law 7 and meet our MS4 permit requirements.

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

TO: Lisa Ramundo - Commissioner DPW
CC: 
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: October 21, 2019
RE: SEQR Compliance for Adoption of Policy
SUBJECT: Albany County Stormwater Management Policy

I have reviewed the documentation provided for the above referenced project as it relates to State Environmental Quality Review (SEQR). According to the information provided, the purpose and intent of this policy is to outline the specific, explicit procedures and responsibilities of County Departments and staff in implementing the County’s stormwater permit compliance program, given existing administrative arrangements unique to Albany County. The objective behind this effort is to protect local waterways from a number of key pollutants of concern, including but not limited to silt, sediment, chemical substances and debris from construction; and nutrients, oils and grease, metals, bacteria, sediment, trash/floatables, and organic matter.

As described above, this project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c)(26)(33)(37). 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.

Should you have any questions or require additional information, please feel free to call me at your convenience.
ALBANY COUNTY STORMWATER MANAGEMENT POLICY

Background and Purpose

In the meaning of the Federal Clean Water Act and implementing regulations promulgated by the New York State Department of Environmental Conservation (NYSDEC), Albany County is a municipal entity that owns and operates a Municipal Separate Storm Sewer System (MS4) within a U.S. Census-designated Urbanized Area. The County is permitted by NYSDEC to discharge stormwater into waters of the State of New York under the terms and conditions of State Pollutant Discharge Elimination System (SPDES) General Permit GP-0-15-003. The permit designates the County as a Traditional Non-Land-Use Control MS4.

Albany County also regularly undertakes construction projects which, in the meaning of SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002), result in land disturbance of one acre or more. Such projects are subject to coverage under the aforementioned permit, and adherence to terms and procedures associated with GP-0-15-002 is also a condition of compliance with Minimum Control Measures 4 and 5 of GP-0-15-003.

Albany County adopted Local Law 7 of 2007 to prohibit any discharges of non-stormwater pollutants or contaminants to its MS4 and to local waters present on or adjacent to County properties or rights-of-way. Enforcement of this local law is administered as a means of maintaining compliance with Minimum Control Measures 3, 4, 5, and 6 of GP-0-15-003.

The purpose and intent of this policy is to outline the specific, explicit procedures and responsibilities of County Departments and staff in implementing the stormwater permit compliance program, given existing administrative arrangements unique to Albany County. The objective behind this effort is to protect local waterways from a number of key pollutants of concern, including but not limited to silt, sediment, chemical substances and debris from construction; and nutrients, oils and grease, metals, bacteria, sediment, trash/floatables, and organic matter from the County’s municipal operations.

Administration

The Stormwater Management Program of Albany County is administered primarily through the Department of Public Works, but entails additional efforts from multiple other Departments. The County’s Stormwater Management Program Plan designates the following positions as having authority for stormwater program implementation:

- **Commissioner of Public Works**: Stormwater Program Coordinator and Stormwater Management Officer
- **Stormwater Program Technician, Public Works**: Annual Report Preparer and day-to-day permit compliance manager
January 2016

- **Senior Planner, Office of Natural Resources:** Stormwater Public Contact
- **County Executive:** Elected Official with signatory and executive authority

To facilitate regular open communication regarding all issues pertaining to stormwater permit compliance, and to further enable other departments within the County to be equipped with the knowledge and resources to perform their responsibilities relevant to the permits, a Stormwater Committee has been formed. The Committee meets a minimum of four times per calendar year, and includes representation from the following departments:
  - General Services
  - Law
  - Sewer District
  - Natural Resources and Economic Development
  - Public Works
  - Director of Operations

Committee functions shall include review of updates to stormwater issues, regulations and policies, discussion and planning of ongoing permit compliance efforts throughout the County, review of projects under the Albany County Green Infrastructure Policy adopted January 2015, and development and revision of needed policies, procedures, and best management practices. Full implementation of the Stormwater Management Program entails involvement by a number of individuals, positions and departments across County organizational structure. The Albany County Stormwater Program Organizational Flow Chart depicts and summarizes roles and relationships within the County for program implementation.

Albany County is also a dues-paying and voting member of the Stormwater Coalition of Albany County. As a shared services entity consisting of twelve regulated MS4s within the geographical boundaries of Albany County, the Stormwater Coalition assists the County with program implementation. Organizationally, the Coalition consists of a Board of Directors with representation by elected officials from each member MS4 (meeting quarterly), a Working Group with representation by stormwater program implementation staff (meeting monthly), and various committees for special tasks as periodically assigned.

**Stormwater Management Program Plan**

Beginning in 2012, the Stormwater Coalition of Albany County created a Stormwater Management Program (SWMP) Plan intended to comply with all relevant aspects of the SPDES permit program. The plan is organized around the six Minimum Control Measures detailed in SPDES GP-0-15-003. The SWMP Plan, most recently updated in April 2015, conforms to the requirements of GP-0-15-003 by including measurable goals for each Best Management Practice (BMP) that:
  a. Describe the BMP and Measurable Goal;
  b. Include timelines, schedules and milestones;
  c. Include quantifiable goals whose progress can be tracked;
  d. Describe how the covered entity will address Pollutants of Concern.
While the Stormwater Coalition SWMP Plan is a collaborative document, the goals, tasks and BMPs listed therein are specific for each member. The SWMP Plan functions as the primary guidance document for Albany County’s stormwater compliance program, and is on file with the Stormwater Program Technician in the Department of Public Works.

The following is a summary of the six Minimum Control Measures (MCM) outlined in the permit and an overview of how Albany County proceeds in achieving compliance. The Stormwater Coalition, in its SWMP Plan, also recognizes two additional areas of focus (Stormwater Program Management and Administration, and Training of Staff and Officials).

**MCM 1: Public Education and Outreach.** This MCM includes Best Management Practices (BMPs) that focus on describing to the public the impact of stormwater discharges on local water bodies; explaining what constitutes a stormwater discharge, and describing pollutants of concern and steps that can be taken to eliminate or control those pollutants. In accordance with guidance from NYSDEC, Albany County’s “public” (and therefore its target audience) is primarily its own employees and staff, as well as third party contractors and vendors that perform services on behalf of the County. This MCM is implemented by the Stormwater Coalition, the Stormwater Program Technician within Public Works, and the Senior Planner within the Office of Natural Resources.

**MCM 2: Public Participation and Involvement.** This MCM includes BMPs that focus on involving County employees in the development and implementation of the stormwater management program. It also includes all requirements for public notice and review pertaining to the Annual Report and SWMP Plan, as well as offering the opportunity for any member of the general public to inquire about the County’s Stormwater Program or submit a complaint pertaining to water quality and/or stormwater management.

**MCM 3: Illicit Discharge Detection and Elimination.** This MCM includes BMPs that focus on the detection and elimination of contaminated, non-stormwater discharges to the storm sewer conveyance system. The Department of Public Works is responsible for detecting illicit discharges in coordination with other departments such as Code Enforcement and Environmental Health, and implements a regular program of outfall inspections and testing of dry-weather flows. The County has the authority to issue violations pursuant to elimination of such discharges under County Local Law 7 of 2007. The County also maintains a map of its storm sewer conveyance system and associated drainage areas.

**MCM 4: Construction Site Runoff Control.** This MCM includes BMPs that lead to the reduction of pollutants in stormwater runoff from ongoing construction activities. County oversight of construction activity must provide equivalent protection to SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002 or as amended or revised). All County Stormwater Pollution Prevention Plans (SWPPPs) must include erosion and sediment control practices and planning in accordance with current NYS Standards and Specifications, as well as construction site waste material management, and inspections and maintenance of practices. Construction site runoff
control is also considered in all County highway work permits as well as in GML239 reviews where the potential exists to impact County roadways or other assets.

**MCM 5: Post-Construction Stormwater Management.** This MCM includes BMPs focused on the minimization of water quality impacts from developed land and completed construction projects. County oversight of post-construction stormwater management must provide equivalent protection to SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002 or as amended or revised). County SWPPPs that include creation of new impervious surfaces must fully address post-construction stormwater management in accordance with the most current version of the NYS Stormwater Management Design Manual. Post-construction management practices are inventoried, inspected on a regular schedule, and maintained to ensure proper long-term functioning to protect water quality. The County also implements a Green Infrastructure Policy to ensure that its own projects take full advantage of runoff reduction opportunities to the extent practicable and appropriate. Post-construction stormwater management is also considered in all County highway work permits as well as in GML239 reviews where the potential exists to impact County roadways or other assets.

**MCM 6: Pollution Prevention and Good Housekeeping for Municipal Operations.** This MCM includes BMPs that minimize stormwater pollution resulting from all County operations, facilities and equipment use. To accomplish this, the County performs assessments of all of its facilities and operations at a minimum of once every three years, and develops site-specific or activity-specific recommendations to correct noted deficiencies and reduce identified sources of pollutants or pollution risks. Regular training of County employees responsible for facilities and operations is an important part of this MCM.

The following is a list of local waters that due to drainage from County roads or facilities within the urbanized area have been identified as Waterbodies and Watersheds of Concern relative to the MS4 program. Asterisked items* are considered the highest priority watersheds due to known water quality impairments and risks from urban runoff:

- Shaker Creek and Farm Brook
  - Ann Lee Pond*
- Patroon Creek*
  - Sand Creek*
- Krum Kill*
- Vly Creek
- Normans Kill
  - Kaikout Kill
  - Other tributaries to north
- Lisha Kill
- Black Creek
- Vloman Kill
  - Dowers Kill
- Hudson River direct drainage
January 2016

The attached map of County Roads and Facilities (November 2015, Office of Natural Resources) outlines the Geographic Areas of Concern relative to the Albany County MS4 General Permit. Note that MCM 4 and MCM 5 apply to all highlighted roads and facilities shown on the map. The remaining Minimum Control Measures (1, 2, 3, and 6) apply only to facilities and roads that fall within the shaded area, which represents the urbanized portions of the County according to the combined data from the 2000 and 2010 U.S. Censuses. It should be noted that per guidance from NYSDEC, areas designated as urbanized in 2000 that were no longer determined to meet the relevant population density criteria in 2010 are still considered “urbanized” for the purposes of administering the MS4 General Permit.

The remaining sections of this document outline required policies and procedures to be implemented by County officials and staff in order to ensure that work taking place under permits within County rights-of-way does not cause or contribute to stormwater pollution; to ensure that stormwater management issues are addressed in General Municipal Law 239 reviews conducted by the Albany County Planning Board; and to ensure that County capital projects fully address all stormwater management and runoff control issues and permit requirements.

The policy also references the following documents, which are hereby appended to this policy:

- Albany County Stormwater Program Organizational Flow Chart
- Albany County Green Infrastructure Policy (Adopted March 9, 2015; Resolution 15-081)
- Albany County Illicit Discharge Detection and Elimination Procedures
January 2016

Review/Inspection of Permits/Projects for NYSDEC General Permit compliance

Stormwater Program Compliance Enforcement for Highway and County Property Work Permits (Associated with County ROW, Construction Activity, Drainage, Access, Maintenance and Protection of Traffic)

Staff involved:

Commissioner of Public Works - duties include: Overall oversight and final approval or disapproval of all permits

Clerk, Public Works - duties include: Administrative support (logging in new applications, filing and mailing of approved permits)

Civil Engineer 1, Public Works - duties include: General oversight of Engineering Division

Traffic Engineer, Public Works - duties include: Primary permit engineering review, forwarding/assigning relevant applications to the Stormwater Program Technician for further review, recommendation of approval and/or policy to Commissioner

Senior Traffic Technician, Public Works - duties include: Survey, Design, Inspection

Stormwater Program Technician, Public Works - duties include: Drainage Erosion and Sediment Control, Environmental Issues (CPESC)

Principal Engineering Technician (or other Engineering Technician as available), Public Works: Permit construction inspection (4-hour ESC Contractor Trained)

Senior Code Enforcement Officer and Staff - Construction inspection for all County facilities projects for codes compliance

Director of Facilities Engineering and Staff – Construction inspection for all County facilities projects for engineering plans consistency

Director of Environmental Health and Staff – Investigation of public complaints regarding water quality issues

Review Procedure:

1) Permit application form on line or is sent to / picked up by applicant

2) Clerk receives permit application
3) Clerk records on data base (Excel File Permits)- Assigned permit #, Date received, Location of proposed work, Name of Owner/Operator, Status, Date of Approval, Disapproval, Brief description of type of work, Fee, Remarks

4) Permit is sent by Clerk to Traffic Engineer for Review

5) Traffic Engineer determines the type of review needed and gives to appropriate staff for review. If review requires consideration of GP-0-15-002 (or current construction permit) and/or GP-0-15-003 (or current MS4 permit), it is flagged and recorded for permit requirements and reviewed by staff accordingly. Traffic Engineer reviews geometry, temporary and permanent traffic control, basic drainage, etc. Traffic Engineer or Traffic Engineering Technician reviews site conditions.

6) Stormwater Program Technician reviews SWPPP using County SWPPP review form as required. A full review of the SWPPP shall be completed by the DPW Stormwater Program Technician for projects exceeding one acre of land disturbance that present potential impacts to drainage systems of County roads, or to other County assets, by virtue of changes in hydrology or possible impacts to water quality. No net increase in discharge to County drainage systems above pre-project conditions, up to and including peak flow from the 25-year storm event, shall be permitted. Projects shall be reviewed to ensure compliance with the New York Standards and Specifications for Erosion and Sediment Control (2005 or current/updated version) and New York State Stormwater Management Design Manual (2015 or current/updated version). Albany County DPW shall provide comments concerning draft SWPPP submittals to both the designer and the reviewing municipality, and shall ensure that comments are adequately addressed in subsequent submittals before notifying municipal reviewers that the SWPPP is satisfactory relative to County interests. To the extent applicable, the SWPPP review form developed by the Albany County Stormwater Coalition shall be utilized.

7) If CAP or SWPPP is required, permit is recorded under GP-0-15-003 (or current MS4 permit) annual file. Owner/Operator is contacted and provided a copy of the permit requirements.

8) Staff review is submitted to Traffic Engineer. If changes will be required to approve the permit, Traffic Engineer discusses issues with permittee.

9) Once issues are resolved, Traffic Engineer recommends approval or disapproval to Commissioner. If permit is approved, Traffic Engineer writes cover letter stipulating permit conditions.

10) Commissioner approves or disapproves permit.

11) Clerk Submits fee to Office of Management and Budget.
12) Field check is completed by DPW Engineering staff.

**Permit Violation Procedure (includes Highway Work Permits as well as any work undertaken by an outside party on County properties):**

1) Report of violation is made to Engineering Department. Violations shall include, but not be limited to, failure to obtain coverage under GP-0-15-002 (or as amended) or to comply with an approved Stormwater Pollution Prevention Plan for work within an Albany County right-of-way or property; violations of water quality standards (such as muddy water contrasting with natural conditions, sheens of oil, globules of grease, or any introduction of toxic chemicals to water or drainage systems); failure to comply with terms of work permit to restore the site (i.e., stabilization with erosion and sediment control as well as re-establishment of permanent vegetation and return to pre-existing grade); and any violation of NYS Highway Law 136. Violations of Local Law 7 that are discovered outside of active construction activities shall be handled through Albany County’s Illicit Discharge Detection and Elimination (IDDE) Program Procedures.
   1.1 Identified through formal inspection
   1.2 Report to the DPW Engineering Division by any County employee.
   1.3 Report by outside agency
   1.4 Identified through citizen complaint

2) Violation severity is assessed. Traffic Engineer, Stormwater Program Technician, Facilities Engineering Inspector, Code Enforcement Officer, and/or onsite inspector or Public Works Foreman will investigate violations and execute immediate action or request corrective measures unless consultation with the Commissioner of DPW is necessary, in which case this shall be done first. Examples of time-sensitive scenarios requiring immediate action to stop a violation include, but are not limited to, the following:

- Spills of oil and chemicals (spill cleanup activities consistent with DPW employee training should commence immediately);
- Ongoing discharges of turbid or visibly polluted water causing a visible contrast to natural conditions in the receiving water body;
- Any violation of water quality standards pursuant to the New York State Environmental Conservation Law and/or the U.S. Clean Water Act;
- Conditions in which an imminent threat to life or property exists.

In the above cases or comparable events, the Commissioner of DPW shall be notified as soon as possible and at the discretion of the inspector or County representative present onsite, appropriate enforcement authorities or emergency responders may be contacted as applicable, as described in sections 4, 5, 6, and 7 below. Also, where applicable, procedures outlined in Albany County Local Law
7 of 2007 and the “Albany County Illicit Discharge Detection and Elimination Procedures” document shall be followed.

Examples of scenarios in which the violation is not severe enough to immediately involve intervention by the Commissioner of DPW include, but are not limited to:

- Situations where erosion and sediment control practices are in deteriorating condition that risks failure, or have not been installed in a manner consistent with SPDES GP-0-15-002 (or current General Permit for Stormwater Discharges from Construction Activity), the New York Standards and Specifications for Erosion and Sediment Control (2015 or current version), or (where applicable) an approved Stormwater Pollution Prevention Plan.

- Incorrect installation of permanent drainage structures or practices, where the contractor is present and working onsite at the time of discovery. This shall include, but not be limited to, failure to install stormwater management practices in a manner consistent with SPDES GP-0-15-002 (or current General Permit for Stormwater Discharges from Construction Activity), the New York State Stormwater Management Design Manual (2015 or current version), or (where applicable) an approved Stormwater Pollution Prevention Plan.

In these cases the inspector or other County representative may request corrective action and if compliance is not obtained within 24 hours, refer the matter to the Commissioner.

3) If a violation of SPDES GP-0-15-002 (or current general permit for stormwater discharges from construction activity), a violation of water quality standards or any aspect of the NYS Environmental Conservation Law occurs, notification to NYSDEC Regional Office shall be completed at (518) 357-2047, or at the violations hotline 1-844-332-3267.

4) If a spill of oil, petroleum, or other chemical has occurred, notification shall be made to the NYSDEC Spill Reporting Hotline (800-457-7362) unless the spill is known to be less than 5 gallons, is contained and controlled, is cleaned up within 2 hours of discovery, and does not reach State waters or lands.

5) If a violation of Federal, State, County, or local law is involved, law enforcement officials including but not limited to the Albany County Sherriff’s Department may be contacted.

6) If the violation takes place within a municipality that is designated as a regulated Municipal Separate Storm Sewer System covered under SPDES GP-0-15-003 (i.e. City of Albany, Village of Altamont, Town of Bethlehem, City of Cohoes, Town of Colonie, Village of Colonie, Town of Guilderland, Town of New Scotland,
Village of Menands, Village of Voorheesville, City of Watervliet), the Stormwater Management Officer designated by the municipality shall be contacted to take any enforcement action that may be appropriate.

7) Notice of Violation and Penalty Assessment (in escalating order):
   4.1 Verbal warning issued by Commissioner of DPW stating the nature of violation and required actions to be taken to correct it. This stage may be skipped depending on the seriousness of the violation.
   4.2 Written warning issued by Commissioner of DPW describing the nature of the violation and required actions to be taken to correct it. This stage may occur concurrent with a stop work order if warranted by the seriousness of the violation.
   4.3 Stop work order issued by Commissioner of DPW, to remain in effect until the violation is ceased and fully corrected, and any damage remediated as applicable.
   4.4 Permit revocation by Commissioner of DPW, if the previous steps do not result in compliance and correction of the violation and damages.
   4.5 Referral to Law Department under Highway Law 136 for fine.
   4.6 Withholding of future Highway Work Permits and/or non-return of bond monies (where applicable).

   Failure of the violator to respond to initial warnings will result in escalation to more severe sanctions.

8) Follow-up and documentation
   5.1 Re-inspection at the end of the compliance period.
   5.2 File report of the action taken and results, including preventative actions as well as any repair actions undertaken to remedy any damage to natural resources that may have occurred.
Planning Reviews of Private Sector Projects for impacts to County (Issues Associated with – County Planning GML 239 review process, County ROW, Construction Activity, Drainage, Access, Maintenance and Protection of Traffic)

Staff Involved:

**County Planner, Public Works** - duties include: project review for GML 239 compliance for Albany County Planning Board; coordination with DPW Engineering (as described below)

**Civil Engineer 1, Public Works (PE)** - duties include: oversees all aspects of review process, review of projects for any impact to county roads and drainage systems, and right-of-way issues; represents Commissioner of DPW on Albany County Planning Board

**Traffic Engineer, Public Works (PE)** - duties include: review of projects for traffic-related issues, including highway work permits

**Stormwater Program Technician, Public Works (CPESC)** – duties include: Review for drainage, erosion and sediment control, stormwater management, environmental permit issues

Procedure:

1) County Planner receives plan for proposed project for review from municipality.

2) County Planner maintains project database; there is a limited time window for review under NYS GML 239 (typically 2 to 3 weeks).

3) County Planner determines the type of review needed and gives to appropriate staff for review. In addition to internal referrals within DPW by the staff noted above, referrals may be made to Laura DeGaetano (Planning & Natural Resources) and/or Tom Brady (Department of Environmental Health).

4) Permit is reviewed by staff using the Albany County Stormwater Coalition’s Stormwater Pollution Prevention Plan (SWPPP) Application Review Checklist (under development).

5) Owner/Operator is contacted at the discretion of the staff for additional notification and clarification of stormwater permit requirements and provisions.

6) Staff review, including letters and other correspondence, is submitted to County Planner as part of the review process.
7) Staff may forward or field response from other municipalities concerning the project if the project will affect others within or around the project area.

8) County Planner submits proposals to County Planning Board for review and vote and returns the recommendation letters to the municipalities. The recommendation letter shall contain the following note: "Albany County is designated as a regulated Municipal Separate Storm Sewer System (MS4) and must comply with the provisions of the NY SPDES General Permit for Stormwater Discharges from Small MS4s (GP-0-15-003 or as amended) in accordance with the Clean Water Act. The NY SPDES General Permit for Stormwater Discharges from Construction Activity (GP-0-15-002 or as amended) is also required for activities with soil disturbances of one acre or more. The Clean Water Act requires Albany County to control point source discharges to groundwater as well as surface water."

9) If the project under review requires GP-0-15-002 (or current construction permit) coverage, it is incorporated into the recommendations from the ACPB back to the municipal board.

10) Final recommendations as voted on by the Albany County Planning Board are mailed to the municipality both in hard copy and electronically. As required by NYS GML 239, a "local action sheet" is sent with the hard copy and is intended to be completed and signed by the municipality recording their vote on the project, and returned to the County Planner to be filed with the original project file.

11) The project files for GML 239 reviews to the ACPB are kept by the County Planner. All files are kept by year and organized by month of review by the board. A summary folder for stormwater related projects is kept in the file cabinet for the planning year. The folder has a copy of the reviews that involved comments/review by AC DPW staff for stormwater impacts to the County to be counted in the annual report.

12) The Stormwater Program Technician records the permit under the MS4 Annual Report tracking file. The County Planner maintains a copy of the final ACPB recommendation letter in the planning file for the County’s SW Annual Report. Also, a copy of the ACPB recommendation letter is emailed to Stormwater Program Technician, and if a work permit is required, then it is also sent to traffic engineer.
Stormwater Permit Compliance Procedures for County Capital Projects

Stormwater issues and permit requirements need to be identified in association with the following activities and actions:

Request for Legislative Action (RLA) If the proposed project is over an acre in size of disturbed area, Legislators need to be notified that the proposed project must comply with the provisions of GP 0-15-002 (or current construction permit) and GP 0-15-003 (or current MS4 permit), and will be required to follow County MS4 program requirements.

Request for Proposals (RFP) If the proposed project is over an acre in size of disturbed area, Proposers need to be notified that the proposed project is subject to GP 0-15-002 and GP 0-15-003 (or current construction and MS4 permits). Proposers for design and construction will be required to follow County MS4 program requirements. RFP will contain Section 34, Part A and B language detailing stormwater permit requirements and referencing related certification statements.

Bonding - If the proposed project is over an acre in size of disturbed area, Proposers for design and construction need to be notified that the proposed project is subject to GP 0-15-002 and GP 0-15-003 (or current construction and MS4 permits). Proposers will be required to follow County MS4 program requirements.

Consolidated Local Street and Highway Improvement Program (CHIPS) - If the proposed project is over an acre in size of disturbed area, Proposers for design and construction need to be notified that the proposed project is subject to GP 0-15-002 and GP 0-15-003 (or current construction and MS4 permits). Proposers will be required to follow County MS4 program requirements.

In-House- If the proposed project is over an acre in size of disturbed area, County Department will need to be notified that the proposed project is subject to GP 0-15-002 and GP 0-15-003 (or current construction and MS4 permits). County Department will be required to follow County MS4 program requirements.

Environmental Review- If the proposed project is over an acre in size of disturbed area, State Environmental Quality Review must state that the proposed project is subject to GP 0-15-002 and GP 0-15-003 (or current construction and MS4 permits). Proposed project will be required to follow County MS4 program requirements. In addition, actions subject to New York State regulations concerning Historic Preservation, freshwater wetlands, and stream disturbance activity, as well as projects subject to regulation by the U.S. Army Corps of Engineers or U.S. Fish and Wildlife Service, all need to include erosion and sediment control procedures set forth by the respective agencies or departments.
Staff involved:

Commissioner of Public Works - duties include: oversight and plan approval.

Civil Engineer, Public Works - duties include: Contract Documents, Design, Project Management

Purchasing Agent - duties include: Contract Documents

Clerk, Public Works - duties include: Contract Documents

Traffic Engineer, Public Works - duties include: Design, SWPPP, Project Management

Principal Engineering Technicians and Engineering Technicians, Public Works – duties include: Survey, Design, Inspection, SWPPP (4-hour ESC Contractor Trained)

Principal Drafting Technician, Public Works - duties include: Survey, Design

Senior Traffic Technician, Public Works - duties include: Survey, Design, Inspection

Stormwater Program Technician, Public Works - duties include: Drainage Erosion and Sediment Control, Environmental Issues, SWPPP preparation (CPESC)

Senior Natural Resource Planner – duties include: State Environmental Quality Review (SEQR) for County Capital projects

Senior Code Enforcement Officer and Staff – duties include: Codes and permit compliance for all County facilities

Director of Facilities Engineering and Staff – duties include: Project development and engineering for all County facility improvements and new construction

Commissioner of General Services – duties include: Oversight of project development and stormwater compliance activities for all County facilities

Commissioner of Management and Budget – duties include: Oversight of development and approval of Capital Projects List/Capital Plan

Senior Budget Analyst – duties include: Review of projects and estimates subject to approval for Capital Plan

Procedure – SWPPP Development and Review:
1) Project Selection – Consider stormwater management feasibility, issues, and opportunities (including green infrastructure and runoff reduction) when selecting projects; this shall be completed at the concept development phase by engineering divisions within Public Works and General Services. The Office of Management and Budget shall review all preliminary estimates and calculations submitted by each Department to verify that appropriate allocations have been made in order to meet stormwater permit requirements. Where applicable, estimates and calculations shall also be submitted for additional verification to the Stormwater Program Technician in Albany County DPW. Opportunity may also exist to identify projects with stormwater program implications during State Environmental Quality Review by the Senior Natural Resources Planner within the Office of Economic Development, Conservation and Planning. This information shall be passed along to the Stormwater Program Technician for evaluation. The Stormwater Program Technician (DPW) shall determine whether the project will result in one acre or greater of land disturbance (i.e. require development of a SWPPP and coverage under SPDES GP-0-15-002). This shall apply to all County projects. The Stormwater Program Technician shall report all stormwater requirements to the Commissioner of Public Works, who is designated as the County’s Stormwater Program Coordinator. Where a project affects County Departments other than Public Works, the Stormwater Program Technician shall also advise the Commissioner of General Services, who shall pass knowledge of relevant requirements on to the responsible department(s).

2) Green Infrastructure Policy Review – Where an action is identified as Type I during State Environmental Quality Review, assessment of the project for green infrastructure opportunities by the Senior Natural Resources Planner within the Office of Economic Development, Conservation and Planning shall occur prior to the design concept phase. Otherwise, green infrastructure opportunities shall be identified during project concept development by DPW Engineering and/or Facilities Engineering. All capital project concepts shall be forwarded by the Office of Management and Budget to the Stormwater Program Technician for preliminary green infrastructure applicability review. Upon identification by the Stormwater Program Technician (DPW) that the policy applies to any given project, it shall undergo review by the Green Infrastructure Committee (represented by Public Works (Stormwater Program Technician), Economic Development, Conservation and Planning (Senior Natural Resources Planner), General Services (Senior Code Enforcement Officer), Operations (Director of Operations), and Sewer District (Executive Director)) for compliance with the Albany County Green Infrastructure Policy, and efforts shall be made to incorporate green infrastructure and runoff reduction measures to the maximum extent practicable. The Office of Management and Budget shall review relevant projects to ensure that funding is appropriately provided for design efforts to attempt to identify opportunities for green infrastructure implementation. The Stormwater Management Program Coordinator (Commissioner of Public Works), at the recommendation of the members of the Committee above, shall have the authority to approve projects pursuant to the Green Infrastructure Policy.
3) Survey – Engineering divisions within County departments shall collect data needed for design and permitting, including information on elevation, grades, drainage structure inverts, limits of vegetation and natural resource boundaries as well as size and construction of all existing stormwater management and drainage structures.

4) Preliminary Engineering – If a SWPPP is required, the responsible County department shall ensure that the designer delineates drainage areas subject to water quality and quantity control; determine the impervious area that requires treatment; identifies potential stormwater management practice types and locations; completes and documents all calculations relative to stormwater quality and quantity. Review of this information by the Stormwater Program Technician should be requested.

5) Detail Design and SWPPP Preparation – If a SWPPP is required, drainage system components and management practices shall be designed, and SWPPP narrative and detailed specifications shall be prepared. The responsible Department shall obtain wetland and stream disturbance permits, prepare the Notice of Intent with assistance from the Stormwater Program Technician as necessary; and ensure that all contract plans and documents contain sufficient guidance to the Contractor on how to comply with all aspects of the SWPPP and GP-0-15-002 (or current construction permit).

6) If a project shall be contracted to a third party for SWPPP development, the contractor’s work shall be subject to review and approval by the Stormwater Program Technician, who shall advise the Commissioner of Public Works or Commissioner of General Services, as applicable, of the status of review and approval. Bid and contract language shall contain the appropriate paragraphs (Section 34 Parts A and B) and certification statements.

7) If it is determined that at any point in the project construction that it will be necessary to disturb greater than five acres of land surface simultaneously, explicit written approval must be obtained from NYSDEC as described in GP-0-15-002.

8) Project Letting and Contract Issuance - Include proper notices (Section 34 [Parts A and B]) and documents (including bidder certification statements) in PS&E package, and brief the selected contractor on requirements. The following Certification Forms shall be completed as applicable: Part A. SWPPP Preparation; Part B. Inspections During Construction; Part C. Final Stabilization; Part D. Installed Stormwater Management Practices. In addition, all projects requiring a SWPPP shall include Articles SC-20 and SC-21 stating the County’s policy to comply with the terms and conditions of SPDES GP-0-15-002.

**Procedure - Construction SWPPP Implementation and SPDES Compliance:**

1) The Stormwater Program Technician (DPW) and/or an Engineer familiar with the Stormwater Pollution Prevention Plan (SWPPP) shall attend the pre-construction meeting as well as scheduled construction meetings where stormwater issues are discussed. At the time of the pre-construction meeting, it shall be stressed that erosion and sediment
control practices shall be in place before any other work commences at the site unless an exception has been explicitly made in the SWPPP due to project sequencing factors.

2) The Stormwater Program Technician (DPW) and/or a County Engineer familiar with the SWPPP and knowledgeable in Erosion and Sediment Control and Stormwater Management shall inspect and document construction and maintenance of temporary and permanent practices, or shall review the inspection documents if a contractor is performing this work on the County’s behalf. For projects requiring GP-0-15-002 coverage, documented inspections shall be completed by Qualified Inspector (P.E., CPESC, or R.L.A.). Completed reports documenting these inspections shall be submitted within 24 hours to the Stormwater Program Technician (DPW). Also, routine maintenance inspections shall be completed by an individual employed by Contractor who has completed the required 4-hour Erosion and Sediment Control Certification Training endorsed by NYSDEC within the past three years. Inspections by the Qualified Inspector shall be completed at least once every seven calendar days and shall be subject to the documentation requirements described in GP-0-15-002. Where soil disturbances have been temporarily suspended and stabilization measures have been applied to all disturbed areas, inspections can be conducted once every thirty calendar days. Routine maintenance inspections by the Contractor shall be completed on a daily basis while the site is active.

3) All contractors that create site disturbance are required to sign the Contractor Certification Statement contained in the SWPPP (pursuant to GP-0-15-002) prior to commencing any construction activity. If deficiencies are discovered in installed practices, the Qualified Inspector shall notify the Contractor in writing of the nature of the problem and recommended actions to resolve it, as well as a timeframe for correction taking into account the seriousness of the issue as well as current or forecasted weather conditions. If a water quality violation, or immediate threat of a water quality violation, exists, the Qualified Inspector shall order that all work cease and desist immediately except activities necessary to remedy or prevent the violation. In the latter case, if the problem is not corrected within 24 hours, the Commissioner of DPW (Stormwater Program Coordinator) shall be notified.

4) A copy of the General Permit, Notice of Intent, SWPPP and all inspection reports completed throughout the duration of the project are to be maintained at a readily accessible location on the construction site. A copy of the Notice of Intent Acknowledgement Letter sent by NYSDEC shall be posted in a visible location on the project site. Any requests by any member of the public to view the Stormwater Pollution Prevention Plan and associated documents shall be granted within a reasonable timeframe from the request, provided that no documents may be removed from the project site.

5) Amendment of the SWPPP shall take place only when the existing SWPPP proves to be ineffective at minimizing pollutants in stormwater discharges from the site, or there is a change in design, construction or operation at the project site that could have an effect on the discharge of pollutants, or to address deficiencies or issues identified by the Qualified Inspector, NYSDEC, EPA, or any other authorized regulatory agency. The
SWPPP is to be updated promptly whenever there is a change in the erosion and sediment control measures or procedures, and significant changes in the location or application of practices shall be documented immediately in site plans and inspection reports. If it should be determined that a change in the design of post-construction stormwater management or runoff reduction practices is necessary, an amended Notice of Intent must be submitted to NYSDEC and reflected in all documentation pertaining to the SWPPP and construction reports. Erosion and sediment control measures shall remain in place throughout the duration of construction unless final stabilization in a part of a sequenced project is achieved and practice removal is explicitly authorized by the Qualified Inspector. Upon final stabilization as defined in GP-0-15-002, and prior to submittal of a Notice of Termination, all temporary erosion and sediment control practices shall be removed and any necessary restoration completed to the satisfaction of the Qualified Inspector and Stormwater Program Technician.

6) Final payment of contractor responsible for installation of erosion and sediment control and/or post-construction stormwater management practices shall be contingent on the condition of the site being such that a Notice of Termination (NOT) for coverage under SPDES GP-0-15-002 can be filed at the conclusion of the project. In addition to the Qualified Inspector, the Stormwater Program Technician (if not one and the same) shall inspect the site for project acceptance prior to submittal of a NOT. The Qualified Inspector and Stormwater Program Coordinator (Commissioner of Public Works) shall sign off on the NOT after such inspection is made and the site is in condition satisfactory to both.

7) If applicable, the DPW foreman responsible for the geographic location of the project shall be given specific post-construction stormwater management practice inspection and maintenance instructions at this time and if possible, shall be present during the final site inspection. All post-construction stormwater management practices shall be inspected at least once per year by either a Professional Engineer with training in stormwater management and erosion and sediment control, or a Certified Professional in Erosion and Sediment Control working under the supervision of a Professional Engineer. Recommendations for maintenance shall be forwarded to the Commissioner and Deputy Commissioner of Public Works, who shall schedule and coordinate required maintenance work with the responsible foreman for each facility.
October 1, 2019

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

Re: Contract Authorization

Dear Chairman Joyce:

The Department of General Services requests authorization to enter into an agreement with Gato Flooring, LLC for replacing the carpet and break room vinyl flooring for floors 2 - 7 at the Department of Social Services, 162 Washington Ave.

DGS requested quotes from awardees of the current NYS OGS – Group 20600 – Floor Coverings and Related Services – Contracts PC67773 and PC67775. The current floor coverings have been in place for 20 plus years. The quoted replacement floor coverings will also address excessive traffic areas and require less maintenance and repair.

Gato Flooring, LLC was the only responding vendor and has quoted this project at $347,421. DGS requests a 5% contingency allowance of $17,371 to cover any unforeseen sub floor preparations, authorizing a not to exceed total of $364,792.

The term of this contract will commence upon signing and continue until the project is completed and signed off by the Department of General Services. Projected term is December 1, 2019 – November 30, 2020.

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

Sincerely yours,

David M. Latina
Commissioner

cc: Honorable Dennis Feeney, Majority Leader
Honorable Frank Maio, Minority Leader
Kevin Cannizzaro, Majority Counsel
Amis Zilgme, Minority Counsel
FILE #: TMP-1143, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract authorization with Gato Flooring, LLC for DSS Building

Date: September 18, 2019
Submitted By: David Latina
Department: DGS
Title: Commissioner
Phone: 518-447-7210
Department Rep.
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

County of Albany
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):
  Gato Flooring, LLC, 811 Broad Street, Utica, NY 13501

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

Amount/raise Schedule/fee: $347,421
Scope of Services: Replacing the carpet and break room vinyl flooring for floors 2 - 7 at the Department of Social Services, 162 Washington Ave.

Bond Res. No.: 518 OF 2015
Date of Adoption: 12/7/15

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: 1620-4046  
Appropriation Amount: $364,792

Source of Funding - (Percentages)
Federal:  
State:  
County: 100%  
Local:  

Term
Term: (Start and end date) October 1, 2019 - September 30, 2020  
Length of Contract: One Year

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

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

Justification: (state briefly why legislative action is requested)
DGS requested quotes from awardees of the current NYS OGS - Group 20600 - Floor Coverings and Related Services - Contracts PC67773 and PC67775. The current floor coverings have been in place for 20 plus years. The quoted replacement floor coverings will also address excessive traffic areas and require less maintenance and repair.

Gato Flooring, LLC was the only responding vendor and has quoted this project at $347,421. DGS requests a 5% contingency allowance of $17,371 to cover any unforeseen sub floor preparations, authorizing a not to exceed total of $364,792.
To: Karen Storm  
Purchasing Agent

From: David M. Latina  
Commissioner

Date: September 17, 2019

Re: Request for Quote Pursuant to Current NYS OGS Carpet Contract  
Carpeting of Floors 2 – 7 at Department of Social Services, 162 Washington Ave

I have reviewed the quote received from Gato Flooring, LLC. Being the only responding vendor, I recommend accepting Gato Flooring, LLC’s quote of $347,421.

If you need any further information or have any questions, please feel free to contact me.

DML:tas
MEMORANDUM

TO:    David M. Latina, Commissioner
       Department of General Services

FROM:  Karen Storm
        Purchasing Agent

DATE:  October 8, 2019

RE:    RFQ#2019-091 Purchase of Carpet and Installation, NYS OGS Carpet Contract

I am in receipt of your recommendation to award the aforementioned Request for Quotes to Gato Flooring, LLC in the amount of $347,421.00.

As Gato Flooring LLC is the low responsive and responsible bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful bidder.
Title: Group 20600 – FLOOR COVERINGS AND RELATED SERVICES
(NJPA – National Joint Powers Alliance) Piggyback
(Statewide)
Classification Code(s): 30, 52, 72

Award Number: PGB 23063 – GR, RM (Replaces Award 22819)
Contract Period: June 30, 2017 – February 16, 2021
Bid Opening Date: N/A
Date of Issue: June 30, 2017 (Revised January 2, 2019)
Specification Reference: As Incorporated In The Piggyback Agreements
Contractor Information: Appears on Page 2 of this Award

Address Inquiries To:

<table>
<thead>
<tr>
<th>State Agencies &amp; Vendors</th>
<th>Political Subdivisions &amp; Others</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Ruth K. Quezada</td>
<td>Procurement Services</td>
</tr>
<tr>
<td>Title: Contract Management Specialist 2</td>
<td>Customer Services:</td>
</tr>
<tr>
<td>Phone: 518-473-2801</td>
<td>Phone: 518-474-6717</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:ruth.quezada@ogs.ny.gov">ruth.quezada@ogs.ny.gov</a></td>
<td>E-mail: <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a></td>
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Procurement Services values your input.

Description

This award is a piggyback from NJPA Master Contract #121715, Floor Coverings, Carpet, Hard Surface Products and Installation.

This award includes installation services and several types of floor covering products including broadloom carpet, carpet tile, and vinyl tile.

This Contract Award Notification contains MWBE goals of 15% MBE and 15% WBE.
<table>
<thead>
<tr>
<th>CONTRACT #</th>
<th>CONTRACTOR &amp; ADDRESS</th>
<th>CONTACT &amp; TELEPHONE #</th>
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<td>PC67801</td>
<td>Bentley Mills, Inc.</td>
<td>Myra Ramsey 800-423-4709 770-386-7296</td>
<td>680123642</td>
<td>1100082192</td>
</tr>
<tr>
<td></td>
<td>14641 East Don Julian Road City of Industry, CA 91746</td>
<td>Fax # 800-741-7420 Email: <a href="mailto:myra.ramsey@bentleymills.com">myra.ramsey@bentleymills.com</a> Website: <a href="http://www.bentleymills.com">www.bentleymills.com</a></td>
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<tr>
<td>PC67773</td>
<td>Interface Americas, Inc.</td>
<td>Mary Webber 716-536-2030</td>
<td>582132517</td>
<td>1000009548</td>
</tr>
<tr>
<td></td>
<td>1503 Orchard Hill Road LaGrange, GA 30240</td>
<td>Email: <a href="mailto:mary.webber@interface.com">mary.webber@interface.com</a> Website: <a href="http://www.interface.com">www.interface.com</a></td>
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<td>PC67774</td>
<td>Mannington Mills Inc.</td>
<td>Jody Steger 800-241-2262 703-489-5698</td>
<td>210506420</td>
<td>1000052775</td>
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<tr>
<td></td>
<td>1844 US Highway 41, SE Calhoun, GA 30701</td>
<td>Government Strategic Account Manager Fax #: 706-625-6210 Email: <a href="mailto:Jody_steger@mannington.com">Jody_steger@mannington.com</a> Website: <a href="http://www.mannington.com">www.mannington.com</a></td>
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<tr>
<td>PC67775</td>
<td>Mohawk Carpet Distribution, Inc.</td>
<td>Customer Service: 800-242-9010 Fax #: 706-422-6085 Email: <a href="mailto:tammy.michaud@mohawkind.com">tammy.michaud@mohawkind.com</a></td>
<td></td>
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<tr>
<td></td>
<td>160 S. Industrial Blvd Calhoun, GA 30701</td>
<td>Tammy Michaud Sr. Account Support Specialist Phone: 800-242-9010 Email: <a href="mailto:tammy_michaud@mohawkind.com">tammy_michaud@mohawkind.com</a></td>
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<td>Contract Administrator(s): AnnaLeigh Warmack 706-879-6554 <a href="mailto:Annaleigh_warmack@mohawkind.com">Annaleigh_warmack@mohawkind.com</a></td>
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<td>Sandra Drake 913-231-6544 <a href="mailto:Sandra_drake@mohawkind.com">Sandra_drake@mohawkind.com</a> Website: <a href="http://www.mohawkind.com">www.mohawkind.com</a></td>
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(continued)
<p>| PC67778 | Shaw Industries, Inc., dba Shaw Contract 616 E. Walnut Ave. Dalton, GA 30721-4409 | Shellie Warren 352162582 1100003872 |
| PC67779 | Tandus Centiva US LLC 311 Smith Industrial Blvd. PO Box 1447 Dalton, GA 30721 | Thom Curatalo 800118849 1000009707 |
| PC67800 | The Dixie Group, Inc. DBA Masland Contract 716 Bill Myles Drive Saraland, AL 36571 | David Maynes 620183370 1100146125 |</p>
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<td>John Doe</td>
<td>123 Main St</td>
<td>New York</td>
<td>NY</td>
<td>10001</td>
<td><a href="mailto:john.doe@example.com">john.doe@example.com</a></td>
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<tr>
<td>234-567-8901</td>
<td>Jane Smith</td>
<td>456 Second Ave</td>
<td>New York</td>
<td>NY</td>
<td>10002</td>
<td><a href="mailto:jane.smith@example.com">jane.smith@example.com</a></td>
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<tr>
<td>345-678-9012</td>
<td>Michael Johnson</td>
<td>789 Third St</td>
<td>New York</td>
<td>NY</td>
<td>10003</td>
<td><a href="mailto:michael.johnson@example.com">michael.johnson@example.com</a></td>
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**Dealership Information**

- Name: Interface America NC
- NYS License Number: 123456789
- NYS Contact: Jane Smith
- NYS Phone: 234-567-8901

---

**2060023000, Interface Dealer LTA 2018-10-23**
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<td>XYZ</td>
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**Additional Information**

- **Address:** 123 Main St, Anytown USA
- **City:** Anytown
- **State:** USA
- **Zip Code:** 12345
- **Phone:** 555-555-5555
- **Fax:** 555-555-6666

*Note: This information is not visible in the image.*
January 3, 2019

Abigail Reinhard
GP Land & Carpet Corp.
Dba GP Flooring Solutions
5905 Lake Rd. South
Brockport, NY 14420

Dear Ms. Reinhard

We are in receipt of your letter dated January 3, 2019, expressing your firm’s wish to renew Bid #2016-150, Carpet Installation, for Various Albany County Departments.

As the original bid terms and conditions provided for an optional one-year renewal period, and since there will be no increase from the original bid pricing, the County of Albany hereby approves and accepts your renewal. This renewal term will commence on February 13th 2018 and will terminate on February 18th 2020.

Thank you for your continued interest in doing business with the County of Albany.

Respectfully,

Karen A. Storm
Purchasing Agent

KAS:an
cc: Dave Latina
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<th>Vendor</th>
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<th>Rip up &amp; Disposal carpet/tiles/ Labor Cost</th>
<th>Floor Patch &amp; Prep. Horly Rate for time and materials</th>
<th>Cove Base 4&quot; supplies and Installed (Price per ft.)</th>
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</tbody>
</table>

**PRICES TO BE QUOTED FOR OFF HOURS/ EVENING/WEEKEND**

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Carpet Installation Labor Cost per Sq. Yard</th>
<th>Rip up &amp; Disposal Carpet/tiles/ labor cost</th>
<th>Floor Patch &amp; Prep. Horly Rate for time and materials</th>
<th>Cove Base 4&quot; supplies and Installed (Price per ft.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>GP Land &amp; Carpet</td>
<td>$9.22</td>
<td>$4.60 (Sq yd)</td>
<td>$68.00 hr.</td>
<td>$2.25 per ft.</td>
</tr>
<tr>
<td>Century Carpet</td>
<td>$5.70</td>
<td>$2.75 (Sq yd)</td>
<td>85.00 hr.</td>
<td>$1.69 per ft.</td>
</tr>
<tr>
<td>Rayben ENT</td>
<td>$8.00</td>
<td>$4.75 (Sq yd)</td>
<td>$75.00 hr.</td>
<td>2.75 per ft.</td>
</tr>
</tbody>
</table>
COUNTY OF ALBANY
REQUEST FOR QUOTE #2019-091
Purchase of Carpet and Installation Services from NYS Contract for 162 Washington Ave,
Albany NY

QUOTE/PROPOSAL FORM

THIS QUOTE IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned Vendor proposes and agrees, if this Quote is accepted, to enter into a
Contract with the owner to complete all Work as specified or indicated in the Contract
Documents for the Contract Price and within the Contract Time indicated in this Bid and in
accordance with the Contract Documents.

2. Vendor accepts all of the terms and conditions of the Request For Quotes. This Quote may
remain open for ninety (90) days after due date.

3. In submitting this Quote, Vendor represents, as more fully set forth in this Request for Quote,
that:

   (a) Vendor has examined copies of all the Request for Quote Documents and of the
       following addenda: (If none, so state)

       Date   Number
       None   

       (receipt of all of which is hereby acknowledges).

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

   (c) This Quote is genuine and not made in the interest of or on behalf of any
       undisclosed person, firm or corporation and is not submitted in conformity with
       any agreement or rules of any group, association, organization or corporation;
       Vendor has not directly or indirectly induced or solicited any other Vendor to
       submit a false or sham Quote; Vendor has not solicited or induced any person, firm
       or a corporation to refrain from bidding; and Vendor has not sought by collusion
       to obtain for himself any advantage over any other Vendor or over the owner.

RFQ10
4. Vendor will complete the Work for the following prices(s): (Attach Quote)

5. Vendor agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Vendor agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. Communication concerning this Quote shall be addressed to:

   Gato Flooring, Inc.
   839 Broad St., Suite 2, Utica, NY 13501

   Phone: (315) 790-3336

7. Terms used in this Request for Quote have the meanings assigned to them in the Contract and General Provisions.
COUNTY OF ALBANY

REQUEST FOR QUOTE 2019-091
Purchase of Carpet and Installation Services from NYS Contract for 162 Washington Ave,
Albany NY

QUOTE/ PROPOSAL FORM

LUMP SUM PRICE, INCLUDING INSTALLATION AND ALL ASSOCIATED PARTS
AND SERVICES:

$ 347,421.00 (Three hundred and forty seven thousand four...

hundred and twenty one dollars)

Vendors shall submit best and final offers from NYS Contract Floor Coverings Group#20600,
Award#23063 and submit itemized price sheets for each floor (2-7) which shall show the
breakdown of the following but not limited to: Carpet tile, adhesive, installation, rip up and
disposal, floor prep, vinyl cove base, install, transitions, and moving of furniture.

Timeline for Completion January 31, 2019

** Vendors shall submit with quote their NYS DOL Apprenticeship Training Program
information as described in Section 14.

VENDOR: Gato Flooring, Inc

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 45-4444566

REPRESENTATIVE: Helena Sofo, Vila de Gato

ADDRESS: 829 Broad St., Suite 2

CITY, STATE, ZIP: Utica, NY 13501

TEL. NO.: (315) 790-3226 / (315) 790-5508

FAX NO.: 

SIGNATURE DATE: 09.17.19

RFQ12
NON-INTERUPTION OF WORK AGREEMENT

By submission of the bid for:

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

Firm: Gato Flooring, Inc
By: [Signature]
   Helena Sf. d Valade Gato
   (Typed)
Title: Owner
Date: 09/14/19
Gato Flooring, LLC
811 Broad Street
Section 1-03
Utica, NY 13501
Ph: (315) 790-5508
F: (315) 790-5516

<table>
<thead>
<tr>
<th>Name / Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany County Department of General Services</td>
</tr>
<tr>
<td>Purchasing Division</td>
</tr>
<tr>
<td>112 State Street, Room 820</td>
</tr>
<tr>
<td>Albany, NY 12207</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project: Quote #2019_091 Purchase of carpet and installation services</td>
</tr>
<tr>
<td>Location: 162 Washington Ave., Albany, NY</td>
</tr>
<tr>
<td>NYS Contract Award 23063 - Mohawk Group Pl# PC67775</td>
</tr>
<tr>
<td>Supply and install Tile Carpeting, manufacturer Mohawk Group, style First One Up II, equal to specified.</td>
</tr>
<tr>
<td>Supply and install walk off carpet, manufacturer Mohawk Group, equal to specified.</td>
</tr>
<tr>
<td>Supply and install vinyl planks, manufacturer Mohawk Group, as specified.</td>
</tr>
<tr>
<td>Supply and install vinyl wall base.</td>
</tr>
<tr>
<td>According to RFQ #2019-091.</td>
</tr>
</tbody>
</table>

Gato Flooring is WOSB Certified
NYS Certified WBE - Certification # 20188538
Fed. ID # 45-4444566
WBE Certified with the Port Authority of NY & NJ.
DBE certified with U.S. D.O.T.

Excludes:
2. Major floor/Wall Patching/Preparations, above 1/16" skim coat.
4. Clean up debris from other construction trades.
5. Protection, vacuuming, clean and waxing.
6. Storage and hoisting costs.
7. Preformed inside and outside wall base corners.

Notes:
1. This proposal is valid for 60 days.
2. Payment of materials within 7 days of delivery.
3. Discount of 1% if invoices are paid by GC within 7 days of receipt of invoice.
Sales Tax exempt

347,421.00
0.00

Thank you for the opportunity to bid this project. Kindly advise as to acceptance.
**Mohawk Group**

**BT443 First One Up II Tile**

**Design**
- Tufted Pile Weight: 22 oz/yd² (746 g/m²)
- Product Type: Tile
- Construction: Tufted
- Minimum Sq. Yd.: No Minimum
- Surface Texture: Textured Patterned Loop
- Gauge: 1/12 (47.00 rows per 10 cm)
- Density: 9,000
- Weight Density: 198,000
- Stitches Per Inch: 10.0 (39.37 per 10 cm)
- Finished Pile Thickness: .088" (2.23 mm)
- Dye Method: Solution Dyed
- Backing Material: EcoFlex ICT
- Fiber Type: Colorstrand® 50 Nylon
- Pattern Repeat: Not Applicable
- Size: 24" x 24" (.6096 m x .6096 m)
- Installation Method: Quarter Turn, Vertical Ashlar, Brick Ashlar, Monolithic, Multi Directional
- Stain Release Technology: Sentry Plus Stain Protection
- Soil Release Technology: Sentry Soil Protection
- Foot Traffic Recommendation: TARR: Severe

**Sustainability**
- CRI Green Label Plus: CRI Green Label Plus GLP1098
- Pre-Consumer Recycled Content: 48%
- NSF 140: EcoFlex ICT - NSF 140 Gold
- Declare Label: Declared

**Performance**
- Static: AATCC-154 Under 3.5 KV
- Flammability: ASTM E 648 Class 1 (Glue Down)
- Smoke Density: ASTM E 662 Less than 450

**Service**
- Warranty:
  - Lifetime Limited Carpet Tile Warranty, Lifetime Limited Colorfastness to Light, 10 Year Colorfastness to Atmospheric Contaminants, 10 Year Stain Warranty, Lifetime Static

---

MOHAWKGROUP.COM | CONTACT US: 800.554.6637 | TECH SERVICES: 800.833.6954
May 3, 2019

Sophia Gato  
811 Broad Street. Section 1-03  
Utica, NY 13501

Dear Ms. Gato,

I am writing to inform you that the Adult Education Programs and Policy office has approved Gate Flooring LLC’s application to operate an apprenticeship related classroom instruction program for the Trade of Linoleum, Resilient Tile and Carpet Layer.

Gate Flooring LLC has been added to the NYS Education Department Related Instructor Provider list, which is used by the Department of Labor apprenticeship regional staff to select approved related instruction agencies.

We wish you every success with your apprenticeship program. Please let me know if I can be of further assistance.

Sincerely,

[Signature]

Timothy Jones  
Associate in Instructional Services
May 3, 2019

Sophia Gato
811 Broad Street, Section 1-03
Utica, NY 13501

Dear Ms. Gato,

I am writing to inform you that the Adult Education Programs and Policy office has approved Gato Flooring LLC’s application to operate an apprenticeship related classroom instruction program for the Trade of Linoleum, Resilient Tile and Carpet Layer.

Gato Flooring LLC has been added to the NYS Education Department Related Instructor Provider list, which is used by the Department of Labor apprenticeship regional staff to select approved related instruction agencies.

We wish you every success with your apprenticeship program. Please let me know if I can be of further assistance.

Sincerely,

Timothy Jones
Associate in Instructional Services
MEMORANDUM

TO: David Latina, Commissioner, Department of General Services
CC: 
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: June 20, 2019
RE: 162 Washington Ave. Carpet Replacement
SUBJECT: SEQR for facility improvements

I have reviewed the documentation you provided describing the referenced project as it relates to State Environmental Quality Review (SEQR). As I understand it, the project includes replacing the carpet on floors 2-7 at 162 Washington Ave.

As described above, the proposed renovation project meets the criteria established for SEQR Type II actions pursuant to 6 NYCRR 617.5(c) subdivision (1). Accordingly, this action has been determined not to have a significant impact on the environment, and as such, no procedural compliance with SEQR beyond this determination is required at this time.

Should you have any questions or require additional information, please feel free to call me at your convenience.
October 8, 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 enter into a licensing agreement with Callanan Industries, Inc. for the purpose of the County locating, constructing and maintaining a removable salt storage shed upon approximately a 2500 square foot parcel of property at 100 CR.101 in the Town of Coeymans (see attached map). This agreement includes a lease of the parcel and an easement for ingress and egress to the property for the duration of the license agreement not to exceed 5 years.

The Department of Public Works would agree to pay Callanan Industries $1800.00 per year in exchange for the ability to locate a removable salt shed on the property. An independent appraisal by Alvey and DiMura, Inc., dated August 29, 2019 determined the fair market value of $1800.00 per year (see attached appraisal).

The new salt shed would be located approximately 14 miles from our New Scotland salt shed and 9.5 miles from our Coeymans salt shed. A salt shed at this location will save on fuel costs and response time during the plowing season.

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 Authorization for a Licensing Agreement with Callanan Industries a Parcel of Property

Date: October 9, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. 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
CONCERNING CONTRACT AUTHORIZATIONS

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Calinan Industries
PO Box 15097
Albany, NY 12212-5097

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

Amount/Raise Schedule/Fee: $1800.00 Yrly
Scope of Services: Lease of a Parcel of Property

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: D_95110.44046
- Appropriation Amount: $1800.00

**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) 12/1/19-12/1/24
- Length of Contract: 5 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: 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 (DPW) is requesting the Legislature’s authorization to enter into a licensing agreement with Callanan Industries, Inc. for the purpose of the County locating, constructing and maintaining a removable salt storage shed upon approximately a 2500 square foot parcel of property at 100 CR101 in the Town of Coeymans (see attached map). This agreement includes a lease of the parcel and an easement for ingress and egress to the property for the duration of the license agreement not to exceed 5 years.

The Department of Public Works would agree to pay Callanan Industries $1800.00 per year in exchange for the ability to locate a removable salt shed on the property. An independent appraisal by Alvey and DiMura, Inc., dated August 29, 2019 determined the fair market value of $1800.00 per year (see attached appraisal).

The new salt shed would be located approximately 14 miles from our New Scotland salt shed and 9.5 miles from our Coeymans salt shed. A salt shed at this location will save on fuel costs and response time during the plowing season.

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

TO: Lisa Ramundo - Commissioner DPW
CC: Laura DeGaetano, Sr. Natural Resource Planner
FROM: Laura DeGaetano, Sr. Natural Resource Planner
DATE: October 22, 2019
RE: SEQR Compliance for DPW Projects
SUBJECT: License agreement and installation of salt storage structure

I have reviewed the documentation provided for the above referenced project as it relates to State Environmental Quality Review (SEQR). According to the information provided, this action includes a 5-year license agreement with Callanan Industries Inc. to use a portion of property located at 1 South St. (CR 101) in the Town of Coeymans to install, maintain and operate a salt shed. The structure to be installed is a 35' x 40' salt shed with a removable fabric dome. It will be installed on a previously disturbed paved area of an active quarry site. This project is in compliance with the County’s Municipal Separate Storm Sewer Systems Permit, GP-0-15-003 and Stormwater Management Plan for Pollution Prevention and Good Housekeeping for Municipal Operations (MCMG).

As described above, this project meets the criteria established for SEQR unlisted actions. Accordingly, a short environmental assessment form (see attached) has been completed. 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.

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.

### Part 1 - Project and Sponsor Information

<table>
<thead>
<tr>
<th>Name of Action or Project:</th>
<th>License agreement with Caltana Industries Inc. and installation of salt shed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Location (describe, and attach a location map):</td>
<td>1 South St. Town of Coeymans - Parcel 132-5-9</td>
</tr>
<tr>
<td>Brief Description of Proposed Action:</td>
<td>This action includes a 5-year license agreement with Caltana Industries Inc. to use a portion of property located at 1 South St. in the Town of Coeymans to install, maintain and operate a salt shed. The structure to be constructed is 36’ x 49” salt shed with a removable fabric dome. It will be installed on a previously disturbed paved area of an active industrial site. This project is compliance with the County’s Municipal Separate Storm Sewer Systems Permit, GP-0-15-003 and Stormwater Management Plan for Pollution Prevention and Good Housekeeping for Municipal Operations (MCM).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Applicant or Sponsor:</th>
<th>Telephone: 518-765-2055</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany County Department of Public Works</td>
<td>E-Mail: <a href="mailto:lisa.ramundo@albanycounty.ny.gov">lisa.ramundo@albanycounty.ny.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td>449 New Salem Rd.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City/PO:</th>
<th>State:</th>
<th>Zip Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Voorheesville</td>
<td>NY</td>
<td>12185</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

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.

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

If Yes, list agency(s) name and permit or approval: Albany County

3. Total acreage of the site of the proposed action?
   a. Total acreage of the site of the proposed action? 2500 sq ft acres
   b. Total acreage to be physically disturbed? 2500 sq ft acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2500 sq ft acres

4. Check all land uses that occur on, are adjoining or near the proposed action:
   - [ ] Urban  [ ] Rural (non-agriculture)  [ ] Industrial  [ ] Commercial  [ ] Residential (suburban)
   - [ ] Forest  [ ] Agriculture  [ ] Aquatic  [ ] Other(Specify): Parkland

Page 1 of 3

SEAF 2019
<table>
<thead>
<tr>
<th></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>NO</td>
<td>YES</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>NO</td>
<td>YES</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>NO</td>
<td>YES</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>10. Will the proposed action connect to an existing public/private water supply?</td>
<td>NO</td>
<td>YES</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>NO</td>
<td>YES</td>
<td></td>
</tr>
<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>NO</td>
<td>YES</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>NO</td>
<td>YES</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?

- NO  
- YES

- If Yes, briefly describe:

  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)?

  - NO  
  - YES

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)?

- NO  
- YES

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?

- 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?

- NO  
- YES

---

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

Applicant/sponsor/name: Lisa M. Ramundo  
Date: 10-24-19

Signature: L A O  
Title: COMMISSIONER
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></th>
<th>No, or small impact may occur</th>
<th>Moderate to large impact may occur</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?</td>
<td>✓</td>
</tr>
<tr>
<td>2.</td>
<td>Will the proposed action result in a change in the use or intensity of use of land?</td>
<td>✓</td>
</tr>
<tr>
<td>3.</td>
<td>Will the proposed action impair the character or quality of the existing community?</td>
<td>✓</td>
</tr>
<tr>
<td>4.</td>
<td>Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?</td>
<td>✓</td>
</tr>
<tr>
<td>5.</td>
<td>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>✓</td>
</tr>
<tr>
<td>6.</td>
<td>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>✓</td>
</tr>
<tr>
<td>7.</td>
<td>Will the proposed action impact existing:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>a. public / private water supplies?</td>
<td>✓</td>
</tr>
<tr>
<td></td>
<td>b. public / private wastewater treatment utilities?</td>
<td>✓</td>
</tr>
<tr>
<td>8.</td>
<td>Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?</td>
<td>✓</td>
</tr>
<tr>
<td>9.</td>
<td>Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?</td>
<td>✓</td>
</tr>
<tr>
<td>10.</td>
<td>Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?</td>
<td>✓</td>
</tr>
<tr>
<td>11.</td>
<td>Will the proposed action create a hazard to environmental resources or human health?</td>
<td>✓</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 proposed project will be installed on a small portion (2500 sq ft) of an active industrial site (quarry). The site is previously disturbed so no clearing or grading is necessary. The salt shed will be installed and operated in compliance with all relevant environmental permits and the design provides adequate protection for salt storage. No adverse environmental impact is anticipated.

☐ 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 C. JOYCE

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)
APPRAISAL OF REAL PROPERTY

PROPERTY TYPE & LOCATION

Small Portion of Industrial Land from a Larger Parcel
(To be rented by Albany County)
100 County Route 101
City and County of Albany
State of New York

PREPARED FOR

Michael McLaughlin
Director of Policy and Research
Office of the Albany County Executive
112 State Street, Room 900
Albany, NY 12207

PREPARED BY

Alvey & DiMura, Inc.
568 Columbia Turnpike
East Greenbush, New York 12061

File # 6686

EFFECTIVE DATE OF APPRAISAL

August 29, 2019
Alvey & DiMura, Inc.

568 Columbia Turnpike
East Greenbush, New York, 12061
(518)783-1613 Fax (518)783-1616
New York State Certified General Real Estate Appraiser

Michael R. DiMura, MAI

September 5, 2019

Michael McLaughlin
Director of Policy and Research
Office of the Albany County Executive
112 State Street, Room 900
Albany, NY 12207

Re: Small portion of industrial land from a larger parcel to be rented by Albany County located at 100 County Route 101, town of Coeymans, Albany County, New York

Dear Mr. McLaughlin:

At your request, Alvey & DiMura, Inc. has prepared an appraisal report of the above-referenced property. The client and intended user of this report is Albany County. The intended use of the report is for internal planning.

The subject property consists of a 50 x 50 foot, or 2,500 square foot portion of a larger parcel of industrial land located at 100 County Route 101 within the township of Coeymans, Albany County, New York. The larger parcel consists of 249.40 acres and is owned by Callanan Road Improvement Company. The Department of Public Works is proposing to construct a removable road salt storage shed upon this small portion of land to be rented by Albany County (lessee) from Callanan Road Improvement Company (lessor). The physical and economic characteristics of the subject property are more fully described within the enclosed report.

The report has been prepared in conformance with the Uniform Standards of Professional Appraisal Practice (USPAP), and the requirements of the Code of Professional Ethics as promulgated by the Appraisal Institute. The report conforms to the requirements of the Financial Institutions Reform, Recovery, Enforcement Act of 1989 (FIRREA), Title XI Regulations. The data and calculations leading to the market value conclusion are incorporated in the accompanying report following this letter. The report, including all assumptions and limiting conditions, is an integral part of and is inseparable from this letter.

Based upon the analyses contained within the following report, the market value is concluded as follows:

<table>
<thead>
<tr>
<th>Market Value Conclusions</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Value Premise</strong></td>
</tr>
<tr>
<td>----------------------</td>
</tr>
<tr>
<td>As-Is</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

Respectfully Submitted,

Michael R. DiMura, MAI
General Certified Appraiser
NYS License # 46-6406
PHOTOGRAPHS OF THE SUBJECT PROPERTY

Approximate Area of the Subject Site
# TABLE OF CONTENTS

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- Assumptions 4
- Intended Use of Appraisal 4
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- Effective Date 4
- Date of the Report 5
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- Scope of the Appraisal 6
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## ADDENDA
- Subject Photographs
- Qualifications of Appraiser
**PROPERTY TYPE**  
Industrial Land

**ADDRESS**  
100 County Route 101, town of Coeymans, county of Albany, state of New York

**TAX PARCEL NUMBER**  
132-5-9

**LAND AREA**  
2,500 square feet or 0.0574 acres

**IMPROVEMENT DESCRIPTION**  
The subject site is proposed to be improved with a removable salt shed.

**OWNER OF RECORD**  
Callanan RD Improvement Co.

**ZONING**  
I - Industrial zone

**HIGHEST & BEST USE**  
**AS-IF VACANT**  
Industrial Development

**AS IMPROVED**  
N/A

**INTERESTS APPRAISED**  
Fee Simple

**EFFECTIVE DATE OF VALUE**  
August 29, 2019

**DATE OF REPORT**  
September 5, 2019

**VALUATION:**  
**As-Is**

**COST APPROACH**  
N/A

**SALES COMPARISON APPROACH**  
$21,500

**INCOME CAPITALIZATION APPROACH**  
N/A

Rent Per Month  
$150

**CONCLUDED MARKET VALUE**

**PERSONAL PROPERTY**  
None

**INTANGIBLES**  
None

**EXPOSURE TIME**  
<12 Months

**MARKETING PERIOD**  
<12 Months
IDENTIFICATION OF PROPERTY

The subject property is located at 100 County Route 101, town of Coeymans, county of Albany, state of New York. The entire land parcel is identified by Albany County assessment records as tax parcel 132.-5-9.

PROPERTY HISTORY (SALES, LEASES, OPTIONS, LISTINGS, ETC.)

Standards Rule 1-5 (b) of the Uniform Standard of Professional Appraisal Practice requires that an appraiser must, if such information is available in the normal course of business, analyze all sales that have occurred within three-years prior to the effective date of the appraisal.

Title is vested in the Callanan RD Improvement Co. To my knowledge, title to the subject property has not been conveyed within three years prior to the effective date of this report.

We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three years immediately preceding acceptance of this assignment.

ASSUMPTIONS

A) The appraised value assumes there are no environmentally hazardous materials or conditions affecting the property.
B) The lease agreement will include ingress and egress from County Route 101 to said leased parcel of land.
C) The measurement and size of the proposed leased parcel will be 50' x 50' or 2,500 square feet.

INTENDED USE OF APPRAISAL

The intended use of the report is for internal planning.

INTENDED USER

The client and intended user of this report is Albany County.

PROPERTY RIGHTS APPRAISED

The property rights appraised consist of the fee simple estate.

PERSONAL PROPERTY

None.

EFFECTIVE DATE OF THE APPRAISAL

I inspected the subject property on August 29, 2019. Therefore, the effective date of the as-is market value is August 29, 2019.
DATE OF THE REPORT

The date of this report is September 5, 2019.

COMPETENCY RULE

I have the knowledge and experience to complete this appraisal assignment. Please see my qualifications, which are included in the addenda of this report.

SPECIAL CLIENT INSTRUCTIONS

The client and intended user of this report request an opinion of fair market rent for the 50' x 50' or 2,500 square foot parcel that is proposed to be rented for the use of a removable salt shed.
USPAP’s Scope of Work Rule clearly sets forth that an appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results. Scope of work includes, but is not limited to:

- the extent to which the property is identified;
- the extent to which tangible property is inspected;
- the type and extent of data researched; and
- the type and extent of analyses applied to arrive at opinions or conclusions.

Identification of the problem to be solved requires the appraiser to identify the following assignment elements:

- client and any other intended users;
- intended use of the appraisers’ opinions and conclusions;
- type and definition of value;
- effective date of the appraiser’s opinions and conclusions;
- subject of the assignment and its relevant characteristics; and
- assignment conditions.1

The valuation of 100 County Route 101, Coeymans, New York has been communicated as an Appraisal Report and is intended to comply with Standards Rule 2-2 of USPAP. In this Appraisal Report, the data, reasoning and analysis utilized to support the concluded opinion of value are “summarizes”. In the completion of this Appraisal Report, Alvey & DiMura, Inc. completed the following:

**Extent of Property Identification**

Alvey & DiMura, Inc. completed inspection of the property to collect the property's pertinent physical characteristics. Additionally, I viewed the first floor through an opening from an adjacent property. The subject was legally identified via its postal address, its tax identification number, and via assessor's documents.

**Extent of Property Inspection**

Alvey & DiMura, Inc. conducted a thorough inspection of the property, as well as an inspection of the immediate market area as of the effective date of this appraisal.

**Extent of Data Research**

Alvey & DiMura, Inc. has made an inspection of the subject's surrounding area, referred to public records, analyzed various sources of economic data, and diligently researched the competitive market area. Regional, county, town and market area data are based upon information contained within the appraisal files of Alvey & DiMura, Inc.; brokers/realtors; developers; investors; attorneys; governmental officials; planners; and other appraisers.

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EXTENT OF THE APPRAISAL

Alvey & DiMura, Inc. thoroughly analyzed the data researched and applied it through the use of the appropriate and accepted appraisal methodology to arrive at a value indication via each applicable approach to value. This assignment considered all relevant approaches to value; the sales comparison approach is developed of the parcel of land. Additionally, a rental rate is developed from the market value of the industrially zoned land value. The income capitalization approach is not developed due to the lack of rental rates for industrially zoned land. The cost approach is not used because the subject of this report is industrially zoned land with no improvements.
MARKET VALUE

The definition of market value as taken from the Uniform Standards of Professional Practice of the Appraisal Foundation and as the Interagency Appraisal and Evaluation Guidelines as published in the Federal Register on 12/10/2010 Volume 75, No. 237, Page 77450. All other definitions taken from the Dictionary of Real Estate, Sixth Edition (2015), published by The Appraisal Institute:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

MOST PROBABLE SELLING PRICE

The price at which a property would most probably sell if exposed on the market for a reasonable time, under the conditions prevailing on the date of the appraisal.

FEE SIMPLE ESTATE

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

LEASED FEE ESTATE

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease.

"AS IS" VALUE

An estimate of the market value of a property in its current physical condition, use, and zoning as of the appraisal date.
DEFINITIONS

EXPOSURE TIME

Exposure time is defined as the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effective date of the appraisal. Exposure time is presumed to precede the effective date of the appraisal.

MARKETING TIME

Marketing time is defined as the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of the appraisal. This estimate can be based on one or more of the following:

- Statistical information about days on the market;
- Information gathered through sales verification;
- Interviews of market participants; and
- Anticipated changes in market conditions.

PERSONAL PROPERTY

Identifiable portable and tangible objects which are considered by the general public as being “personal,” e.g. furnishings, artwork, antiques, gems, and jewelry, collectibles, machinery and equipment; all property that is not classified as real estate (USPAP, 2002 ed.). Consists of every kind of property that is not real property; movable without damage to itself or the real estate; subdivided into tangible and intangible (IAAO).

REAL ESTATE

Physical land and appurtenances attached to the land. An identified parcel or tract of land, including any improvements.

REAL PROPERTY

The interests, benefits, and rights inherent in the ownership of real estate. The bundle of rights in which the ownership in real estate is endowed.

EXTRAORDINARY ASSUMPTION

Extraordinary assumption is defined as an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.
HYPOTHETICAL CONDITION

Hypothetical Condition is defined as a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

TAX SALE

The sale of a taxpayer’s property to collect delinquent taxes from the proceeds of sale; conducted when the taxpayer has failed to redeem the property within the statutory period.

TAX DEED

A deed that conveys title to a property purchased at a tax sale; may or may not convey absolute title, free of all prior claims and liens, depending upon state law.
New York State's 11-County Capital District
Red = Glens Falls MSA (Warren & Washington Counties)
Blue = Albany-Schenectady-Troy MSA (Albany, Rensselaer, Saratoga, Schenectady, Schenectady Counties)
Green = Four Miscellaneous Contiguous Counties (Columbia, Fulton, Greene, Montgomery)

County of Albany (Town of Bethlehem highlighted blue)

Town of Coeymans
New York State's 11-County Capital District Region consists of the Albany-Schenectady-Troy MSA (Albany, Rensselaer, Saratoga, Schenectady, Schoharie counties), the Glens Falls MSA (Warren and Washington counties), and four miscellaneous counties (Columbia, Fulton, Greene, Montgomery). In total, the Capital District Region has 1,219,084 residents. Cities include Albany (New York State's Capital), Amsterdam, Glens Falls, Gloversville, Johnstown, Saratoga Springs, Schenectady, and Troy. Significant suburban communities surround these cities.

### Capital District Population Trends

<table>
<thead>
<tr>
<th>COUNTIES</th>
<th>1980 (count)</th>
<th>1990 (count)</th>
<th>2000 (count)</th>
<th>2010 (count)</th>
<th>2018 (est.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>285,909</td>
<td>292,793</td>
<td>294,565</td>
<td>304,204</td>
<td>307,117</td>
</tr>
<tr>
<td>Columbia</td>
<td>59,487</td>
<td>62,982</td>
<td>63,094</td>
<td>63,096</td>
<td>59,916</td>
</tr>
<tr>
<td>Fulton</td>
<td>55,153</td>
<td>54,191</td>
<td>55,073</td>
<td>55,531</td>
<td>53,591</td>
</tr>
<tr>
<td>Greene</td>
<td>40,861</td>
<td>44,739</td>
<td>48,195</td>
<td>49,221</td>
<td>47,491</td>
</tr>
<tr>
<td>Montgomery</td>
<td>53,439</td>
<td>51,981</td>
<td>49,708</td>
<td>50,219</td>
<td>49,455</td>
</tr>
<tr>
<td>Rensselaer</td>
<td>151,966</td>
<td>154,429</td>
<td>152,538</td>
<td>159,429</td>
<td>159,442</td>
</tr>
<tr>
<td>Saratoga</td>
<td>153,759</td>
<td>181,276</td>
<td>200,635</td>
<td>219,607</td>
<td>230,163</td>
</tr>
<tr>
<td>Schenectady</td>
<td>149,946</td>
<td>149,285</td>
<td>146,555</td>
<td>154,727</td>
<td>155,350</td>
</tr>
<tr>
<td>Schoharie</td>
<td>29,710</td>
<td>31,859</td>
<td>31,582</td>
<td>32,749</td>
<td>31,097</td>
</tr>
<tr>
<td>Warren</td>
<td>54,854</td>
<td>59,209</td>
<td>63,303</td>
<td>65,707</td>
<td>64,265</td>
</tr>
<tr>
<td>Washington</td>
<td>54,795</td>
<td>59,330</td>
<td>61,042</td>
<td>63,216</td>
<td>61,197</td>
</tr>
<tr>
<td>TOTALS</td>
<td>1,089,879</td>
<td>1,142,074</td>
<td>1,166,290</td>
<td>1,217,706</td>
<td>1,219,084</td>
</tr>
</tbody>
</table>

![Population Trends Graph](image-url)
Per U.S. Census population estimates, as of 7/1/2018, the 5-county Albany-Schenectady-Troy ("AST") MSA had a population of 883,169. This ranks the AST MSA as the nation’s 64th largest MSA. The 2-county Glens Falls ("Glens Falls") MSA had a population of 125,462 people. This ranks the Glens Falls MSA as the nation’s 314th largest MSA. The Capital Region’s 4 miscellaneous counties, having populations totaling 210,453 persons, are not similarly ranked. Using just the total population within the Capital District region’s two MSAs (AST and Glens Falls), the 1,008,631 total population places the primary Capital District region as the nation’s 54th largest MSA. For reference, this places the primary Capital District region in between the Tucson AZ (1,039,073 persons; 53rd largest MSA) and Tulsa OK (993,797 persons; 55th largest MSA). Therefore, the Capital District region is considered by market participants (e.g. site selection professionals, investors, etc.) as being middle-market.

In addition, the 11-county Capital District region in upstate New York has its own important unique characteristics. Since 1797, the city of Albany has been the Capital of New York State. That large presence serves as a stabilizing market factor. In addition, our area is dominated by a relatively small cadre of multi-generational developers that operate per unspoken local business cultural traditions of: a) not building “on-spec” and, b) holding assets multi-generationally. These factors, coupled with the 11-county region being a demographically secondary market, result in relatively few swings in asset inventories and relatively low levels of market transactions.

EMPLOYMENT

The Capital District Region is strongly influenced by the city of Albany being the State Capitol. New York State government directly employs over 50,000 people and other municipal governments directly employ over 10,000 people. Thousands of additional public sector positions are filled by those employed by the Federal Government, local municipalities, colleges and universities, and public school districts in the county.

In addition to government employment, the Capital District has evolved into a technology region. This is facilitated, in part, by a high concentration of colleges and universities, including:

- State University of New York at Albany (Nano-Technology and Genomics)
- Rensselaer Polytechnic Institute (Engineering)
- Union College (Engineering, Law)
- College of Saint Rose (Education)
- Maria College (Medical)
- Russell Sage College (Medical, Liberal Arts)
- Skidmore College (Liberal Arts)
- Siena College (Science, Business, Liberal Arts)
- Albany Medical Center (Medical, Pharmacy, Law)
As a result of these factors, together with governmental support of technology initiatives, global nano-technology and genomic companies have increasingly begun to site their operations within the Capital District. Specifically, the Capital District is globally unique in that it possesses both world-leading facilities for collaborative nanotechnology research and world-class chip fabrication manufacturing facilities. This multi-billion-dollar public-private partnership started in 2001 and has begun to transform the Capital District’s economy. This sector already is the region’s 6th largest employer, and growing.

Collaborative Nanotechnology Research & Development:

Located adjacent to the State University of New York is the College of Nanoscale Science and Engineering (formerly known as “CNSE” and/or “Albany Nano-Tech” and now formally renamed “SUNY Polytechnic Institute” and/or “SUNY Poly”).

SUNY Poly’s Albany NanoTech Complex is a $14 Billion megaplex (cost of buildings and tooling) that has attracted over 300 global corporate partners (including: International SEMATECH, IBM, Tokyo Electron, Applied Materials, ASML, and Vistec Lithography). The complex contains over 1.3 Million square feet of R&D and office space, including over 244,000 square feet of Class 1 cleanroom space. The complex houses 300mm and 450mm wafer computer chip pilot prototyping and demonstration line. It also houses the world’s first EUV alpha demo tool, equipment that is critical for the development and commercialization of EUV technology. And, in February 2019, it was announced that the campus will be the site of a new Artificial Intelligence research and development partnership.

Computer Chip / Wafer manufacturing (“Chip Fab”):

In 2009, with the help of $1.2 Billion state aid, GlobalFoundries committed to construct a $6.9 chip fab plant in Malta, New York. Based in Santa Clara, California, this semiconductor manufacturer is owned by the government of Abu Dhabi.

In the microelectronics industry a semiconductor fabrication plant (commonly called a “fab”) is a factory where devices such as integrated circuits are manufactured.

The central part of a fab is the clean room, an area where the environment is controlled to eliminate all dust, since even a single speck can ruin a microcircuit (as a microcircuit has features much smaller than dust). The clean room must also be dampened against vibration and kept within narrow bands of temperature and humidity. Controlling temperature and humidity is critical for minimizing static electricity.

The clean room contains the steppers for photolithography, etching, cleaning, doping and dicing machines. All these devices are extremely precise and thus extremely expensive. Prices for most common pieces of equipment for the processing of 300 mm wafers range from $700,000 to upwards of $4,000,000 each, with a few pieces of equipment reaching as high as $50,000,000 each (e.g. steppers). A typical fab will have several hundred equipment items.
Although many companies continue to both design and manufacture integrated circuits (achieving efficiency through vertical integration), these Integrated Device Manufacturers (IDMs) are not alone in the marketplace. Economic forces have led to the existence of many companies that only design devices, known as fabless semiconductor companies, as well as merchant foundries that only manufacture devices under contract by other companies, without designing them.

Integrated circuit production facilities are expensive to build and maintain. Unless they can be kept at nearly full utilization, they will become a drain on the finances of the company that owns them. The foundry model uses two methods to avoid these costs: Fabless companies avoid costs by not owning such facilities. Merchant foundries, on the other hand, find work from the worldwide pool of fabless companies, and by careful scheduling, pricing, and contracting keep their plants at full utilization.

In microelectronics, the foundry model refers to the separation of a semiconductor fabrication plant operation (foundry) from an integrated circuit design operation, into separate companies or business units.

A business that operates a semiconductor fab for the purpose of fabricating the designs of other companies, such as fabless semiconductor companies, is known as a foundry. If a foundry does not also produce its own designs, it is known as a pure-play semiconductor foundry.

GlobalFoundries is the world’s second largest computer chip / wafer foundry.

<table>
<thead>
<tr>
<th>Major 2017 Foundries (Pure-Play and IDM)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2017</strong></td>
</tr>
<tr>
<td>Rank</td>
</tr>
<tr>
<td>1</td>
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<tr>
<td>2</td>
</tr>
<tr>
<td>3</td>
</tr>
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<td>4</td>
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<td>5</td>
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<tr>
<td>6</td>
</tr>
<tr>
<td>7</td>
</tr>
<tr>
<td>8</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>---</td>
<td>---</td>
<td>Top 8 Total</td>
<td>---</td>
<td>---</td>
<td>44,163</td>
<td>50,598</td>
<td>15%</td>
<td>55,103</td>
<td>9%</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>Top 8 Share</td>
<td>---</td>
<td>---</td>
<td>87%</td>
<td>88%</td>
<td>---</td>
<td>98%</td>
<td>---</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>Other Foundry</td>
<td>---</td>
<td>---</td>
<td>6,597</td>
<td>7,112</td>
<td>8%</td>
<td>7,207</td>
<td>1%</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>Total Foundry</td>
<td>---</td>
<td>---</td>
<td>50,760</td>
<td>57,710</td>
<td>14%</td>
<td>62,310</td>
<td>8%</td>
</tr>
</tbody>
</table>

*Includes Huahong Group and Shanghai Huah.
In Malta (New York), GlobalFoundries has located within the 1,400 acre Luther Forest Technology Park. GlobalFoundries has sited on the 222 acre Lot #1. Following the success of its first fab, GlobalFoundries has been expanding. The following table reflects the company’s Malta facilities — existing, under construction, and planned:

<table>
<thead>
<tr>
<th></th>
<th>Fab 8.1</th>
<th>Administrative Building</th>
<th>Technology Development Center</th>
<th>Fab 8.2</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>1.7 Million SqFt (includes 300,000 SqFt of Cleanroom)</td>
<td>221,000 SqFt of office space</td>
<td>565,000 SqFt (includes 90,000 SqFt of Cleanroom)</td>
<td>2.3 Million SqFt (includes 575,000 SqFt of Cleanroom)</td>
<td>4.786 Million SqFt (includes 953,000 SqFt of Cleanroom)</td>
</tr>
<tr>
<td>Cost</td>
<td>$6.9 Billion</td>
<td>$20 Million</td>
<td>$2 Billion</td>
<td>$10-$14.7 Billion</td>
<td>$18.92-$23.62 Billion</td>
</tr>
<tr>
<td>Status</td>
<td>Completed 2011</td>
<td>Completed 2012</td>
<td>Complete 2014</td>
<td>Approved by Town</td>
<td></td>
</tr>
<tr>
<td>Direct Jobs</td>
<td>2,000</td>
<td>500</td>
<td>1,000</td>
<td>2,500</td>
<td>6,000</td>
</tr>
<tr>
<td>Indirect Jobs</td>
<td>2,000</td>
<td>-0-</td>
<td>1,000</td>
<td>2,500</td>
<td>5,500</td>
</tr>
<tr>
<td>Total Jobs</td>
<td>4,000</td>
<td>500</td>
<td>2,000</td>
<td>5,000</td>
<td>11,500</td>
</tr>
</tbody>
</table>

At the time of Fab 8.1's construction, it was the most expensive private project under construction in the United States.

As can be expected, GlobalFoundries presence in Malta has attracted affiliates companies and suppliers, including:

- Tokyo Electron, LTD (Nasdaq: TOELF)
- KLA-Tencor (Nasdaq: KLAC)
- DNS electronics

Within the Luther Forest Technology Campus, there remain 7 shovel-ready technology-related sites.

In October 2014, GlobalFoundries and IBM entered into a $4.7 Billion agreement. Under the terms of the agreement, GlobalFoundries has taken over IBM's computer chip manufacturing operations. IBM decided to sell the computer chip manufacturing operations because IBM was not making enough chips to make said operations profitable. Under the terms of the deal, IBM paid GlobalFoundries $1.5 Billion cash and transferred valuable patents. In addition, GlobalFoundries is now IBM's exclusive provider of high-end microprocessors power IBM's leading-edge servers and supercomputers. In connection with GlobalFoundries acquisition, nearly 5,000 IBM employees in New York State (Albany, Yorktown Heights, and Wappingers Falls) and Vermont (Burlington) now are GlobalFoundries employees. As a result, GlobalFoundries is now the largest semiconductor manufacturer in the Northeastern U.S.

It is noted that, in August 2018, GlobalFoundries announced the layoff of 455 employees (424 at the Malta chip-fab facility and 31 at the SUNY Poly research facility). The reason for the layoffs was a strategy shift. Specifically, like all but 2 companies in the nano-tech field (TSMC and Samsung), GlobalFoundries has decided to pause its pursuit of 7 nanometer etching technology. This decision is offset by the fact that GlobalFoundries has existing cutting-edge 300 millimeter wafer technology and has 14 nanometer etching capabilities.
An analysis on non-agricultural employment by super-sector within the Albany-Schenectady-Troy MSA is as follows:

**Non-Agricultural Employment by Supersector**

**Albany-Schenectady-Troy MSA, June 2019**

**Industry Supersector**

- Natural Resources: 4%
- Manufacturing: 6%
- Mining & Construction: 4%
- Trade, Transportation & Utilities: 16%
- Information: 2%
- Financial Activities: 6%
- Professional & Business Services: 12%
- Other Services: 4%
- Leisure & Hospitality: 9%
- Education & Health Services: 20%
Per the Capital District Business Review (July 2018), the 25 largest private-sector employers are:

**THE LIST**

PRIVATE-SECTOR EMPLOYERS
RANKED BY TOTAL LOCAL STAFFING

<table>
<thead>
<tr>
<th>Ranking</th>
<th>Employer Name</th>
<th>Local Employees</th>
<th>Total Local Employees</th>
<th>Business Description</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>St. Peter's Health Partners</td>
<td>10,156</td>
<td>10,486</td>
<td>Hospital and health system providing inpatient and outpatient care</td>
<td>Albany</td>
</tr>
<tr>
<td>2</td>
<td>Albany Medical Center</td>
<td>5,719</td>
<td>7,911</td>
<td>Hospital and health system providing comprehensive care services</td>
<td>Albany</td>
</tr>
<tr>
<td>3</td>
<td>Golub Corp.</td>
<td>4,870</td>
<td>7,062</td>
<td>Distributor of fresh and prepared foods</td>
<td>Schenectady</td>
</tr>
<tr>
<td>4</td>
<td>GE</td>
<td>7,020</td>
<td>7,020</td>
<td>Manufacturing and technology company</td>
<td>Schenectady</td>
</tr>
<tr>
<td>5</td>
<td>Hannaford Supermarkets</td>
<td>1,660</td>
<td>1,660</td>
<td>Grocery stores</td>
<td>Colonie</td>
</tr>
<tr>
<td>6</td>
<td>Ellis Medicine</td>
<td>4,100</td>
<td>4,100</td>
<td>Hospital and health system providing inpatient and outpatient care</td>
<td>Schenectady</td>
</tr>
<tr>
<td>7</td>
<td>GlobalFoundries</td>
<td>3,900</td>
<td>3,900</td>
<td>Technology company</td>
<td>Malta</td>
</tr>
<tr>
<td>8</td>
<td>S&amp;W Shops Corp.</td>
<td>2,710</td>
<td>2,710</td>
<td>Retail store</td>
<td>Watervliet</td>
</tr>
<tr>
<td>9</td>
<td>Deltrane Maita</td>
<td>1,500</td>
<td>1,500</td>
<td>Provider of specialty and support services</td>
<td>Schenectady</td>
</tr>
<tr>
<td>10</td>
<td>St. Peter's Health NYS Health Network</td>
<td>1,100</td>
<td>1,100</td>
<td>Hospital and health system providing inpatient and outpatient care</td>
<td>Albany</td>
</tr>
<tr>
<td>11</td>
<td>Saratoga County Government</td>
<td>2,200</td>
<td>2,200</td>
<td>Local government agency</td>
<td>Saratoga Springs</td>
</tr>
<tr>
<td>12</td>
<td>Center for Disability Services</td>
<td>1,100</td>
<td>1,100</td>
<td>Provider of community-based services for individuals with disabilities</td>
<td>Saratoga Springs</td>
</tr>
<tr>
<td>13</td>
<td>Rochester Pharmacal Inc.</td>
<td>1,000</td>
<td>1,000</td>
<td>Pharmaceutical manufacturer</td>
<td>Schenectady</td>
</tr>
<tr>
<td>14</td>
<td>Rensselaer Polytechnic Institute</td>
<td>1,100</td>
<td>1,100</td>
<td>University and research institution</td>
<td>Troy</td>
</tr>
<tr>
<td>15</td>
<td>St. Mary's HealthCare, Franklin Campus &amp; Mechanicville Center</td>
<td>1,400</td>
<td>1,400</td>
<td>Hospital and health system providing inpatient and outpatient care</td>
<td>Mechanicville</td>
</tr>
<tr>
<td>16</td>
<td>Columbia Memorial Health</td>
<td>1,300</td>
<td>1,300</td>
<td>Hospital and health system providing inpatient and outpatient care</td>
<td>Hudson Valley</td>
</tr>
<tr>
<td>17</td>
<td>Empire BlueCross BlueShield</td>
<td>1,400</td>
<td>1,400</td>
<td>Health insurance company</td>
<td>Troy</td>
</tr>
<tr>
<td>18</td>
<td>Northern Rivers Family of Services</td>
<td>1,100</td>
<td>1,100</td>
<td>Provider of community-based services for individuals with disabilities</td>
<td>Saratoga Springs</td>
</tr>
<tr>
<td>19</td>
<td>Motivations Performance Management</td>
<td>1,100</td>
<td>1,100</td>
<td>Provider of employee engagement and performance management solutions</td>
<td>Saratoga Springs</td>
</tr>
<tr>
<td>20</td>
<td>Rahway Literacy Hospital and Nursing Home</td>
<td>800</td>
<td>800</td>
<td>Hospital and nursing home</td>
<td>Rahway, New Jersey</td>
</tr>
<tr>
<td>21</td>
<td>River Caslen &amp; Restor</td>
<td>1,300</td>
<td>1,300</td>
<td>Retail store</td>
<td>South Glens Falls</td>
</tr>
<tr>
<td>22</td>
<td>Union College</td>
<td>1,100</td>
<td>1,100</td>
<td>University and research institution</td>
<td>Schenectady</td>
</tr>
<tr>
<td>23</td>
<td>Ayco Corp.</td>
<td>1,000</td>
<td>1,000</td>
<td>Financial services company</td>
<td>Colonie</td>
</tr>
<tr>
<td>24</td>
<td>NYP HealthCare</td>
<td>800</td>
<td>800</td>
<td>Healthcare services provider</td>
<td>Schenectady</td>
</tr>
</tbody>
</table>

Note: the above list represents firms which chose to participate in the Capital District Business Review's annual survey. Notable locally-based firms missing from the list include: State Farm (Regional HQ in Malta, with 1,200 employees), Latham Health International; Visiting Nurses Association of Albany, Inc.; Commission on Economic Opportunity; New Country Motor Car Group, Inc.; LeCorti Cos., Inc.; BBL; Schenectady ARC; Northeast Parent & Child Society, Inc.; Arrow Financial Corp.; Schenectady Farms, Inc.; The Sage Colleges; Mohawk (Paper); Curtiss Lumber Co., Inc.; CHA; Betten and Construction Group; Comfortex Corp.; The Adirondack Trust Company; Pioneer Bank; CMA Consulting Services; Hill & Marks; Best Hatfield Construction, LLC; Empire Education Corp. (Mildred Elley et al); Gatesi Group; Hannay Reels, Inc.; Logistics One; MLB Constructions Services, LLC; etc.
AREA ANALYSIS

The following table shows a comparison of unemployment rates as of June 2019 for the United States, New York State, the Capital District region, the Albany-Schenectady-Troy MSA, and Albany County.

Employed, Unemployed, and Rate of Unemployment
By Place of Residence
For New York State and Major Labor Areas, June 2019
(Numbers in thousands, not seasonally adjusted)

<table>
<thead>
<tr>
<th>AREA/COUNTY</th>
<th>EMPLOYED</th>
<th>UNEMPLOYED</th>
<th>UNEMPLOYMENT RATE (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>United States</td>
<td>157,828</td>
<td>156,405</td>
<td>-1,423</td>
</tr>
<tr>
<td>New York State</td>
<td>9,203.4</td>
<td>9,283.1</td>
<td>-61.2</td>
</tr>
<tr>
<td>Albany-Schenectady-Troy</td>
<td>134.7</td>
<td>139.2</td>
<td>-4.5</td>
</tr>
<tr>
<td>Albany</td>
<td>153.5</td>
<td>155.2</td>
<td>-1.7</td>
</tr>
<tr>
<td>Rensselaer</td>
<td>76.5</td>
<td>79.3</td>
<td>-2.8</td>
</tr>
<tr>
<td>Saratoga</td>
<td>116.1</td>
<td>116.3</td>
<td>-0.2</td>
</tr>
<tr>
<td>Schenectady</td>
<td>73.5</td>
<td>74.3</td>
<td>-0.8</td>
</tr>
<tr>
<td>Schenectady</td>
<td>14.1</td>
<td>14.1</td>
<td>0.0</td>
</tr>
</tbody>
</table>

Source: New York State Department of Labor

As shown in the table above, the unemployment rates for the subject market and the MSA are better than the State and Nation. Unemployment both locally and nationally is at extreme lows.

CONSUMER PRICE INDEX

The following table depicts the average consumer price index from 2009 through 2018.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>CONSUMER PRICE INDEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009</td>
<td>214.34</td>
</tr>
<tr>
<td>2010</td>
<td>218.06</td>
</tr>
<tr>
<td>2011</td>
<td>224.94</td>
</tr>
<tr>
<td>2012</td>
<td>229.59</td>
</tr>
<tr>
<td>2013</td>
<td>232.96</td>
</tr>
<tr>
<td>2014</td>
<td>236.74</td>
</tr>
<tr>
<td>2015</td>
<td>237.02</td>
</tr>
<tr>
<td>2016</td>
<td>240.01</td>
</tr>
<tr>
<td>2017</td>
<td>245.12</td>
</tr>
<tr>
<td>2018</td>
<td>251.11</td>
</tr>
</tbody>
</table>

The CPI has increased by 1.76% compounded annually from 2009 through 2018. The price index increased most significantly during the year 2011, declined in 2012, and the smallest increase was in year 2009. An average change from 2009 through 2018 was 1.56%.

CONCLUSION

The Capital District region is expected to continue moderate growth into the foreseeable future. Transportation, education and employment within the region are favorable.
ALBANY COUNTY

Within the Capital District region, Albany County ranks 1st in terms of total population.

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Albany</td>
<td>101,727</td>
<td>100,031</td>
<td>95,658</td>
<td>97,856</td>
<td>98,469</td>
</tr>
<tr>
<td>Albany County</td>
<td>285,909</td>
<td>292,793</td>
<td>294,565</td>
<td>304,204</td>
<td>309,381</td>
</tr>
</tbody>
</table>

As shown above, from 1980 – 2015, the population changes have been:

- City of Albany = (3.20%)
- County of Albany = +8.21%

CONCLUSION

Albany County is expected to continue moderate growth into the foreseeable future. Transportation, education and employment within the region are favorable.
TOWN OF COEYMANS

The rural Town of Coeymans, established in 1673, is situated along the Hudson River’s western shoreline in the southeast corner of Albany County approximately 15 miles south of the City of Albany. The Village of Ravena is located in the southeast corner of the Town.

Adjacent municipalities include the Town of Westerlo to the west, the towns of Bethlehem and New Scotland to the north, the Town of New Baltimore in Green County to the south, and the Town of Schodack to the east. The Hudson River provides the eastern-most border with approximately 3.75 miles of shoreline.

The Town of Coeymans contains a total area of 53.09 square miles, of which 50.17 square miles is land area and 2.92 square miles is water area.

An important feature within the Town of Coeymans is the Alcove Reservoir (approximately 4,000 acres), which is owned and controlled by the Albany County Water Board. The Reservoir has a capacity of 13.5 billion gallons, an average depth of 25 feet and a maximum depth of 75 feet.

There are approximately 1,100 acres of New York State regulated wetlands within the Town.

The elevation of the Town has not changed much since Lake Albany drained and formed the watershed’s rivers and streams. One of the most prominent topographical formations is the escarpment that rises sharply from 200 to around 500 feet above sea level west of Under Cliff Road (County Route 101). The slopes within the Coeymans Hamlet are also very significant, dropping quickly from around 150 feet above sea level to around 5 feet near the edge of the Hudson. There are steep slopes located along the shore of Hannacroix Creek south west of NYS Route 144, and along Coeymans Creek. According to the Town of Coeymans Draft Local Waterfront Revitalization Program, erosion causes major problems in many of the Town’s steep areas. Where mining occurs, fragile soil is washed into the creeks, eventually draining to the Hudson River, necessitating dredging. In areas where clay soils are prevalent, landslides can be a hazard. The Town’s highest points are located near the Louis S. Keir State Wildlife Management Area (Blodget Hill, 1,100 feet) and on Koong Hill (1,115 feet) just west of Lindskoog Road. Steep slopes are also found between NYS Route 32 and Lawson Lake. Coeymans Hollow is located in a valley with steep slopes to the north, and the low streambed of the Hannacroix Creek to the south.

In general, the optimum conditions for construction and development is up to 15% slope. A steeper slope will make construction cost prohibitive, and more difficult, grading and material handling could be prohibitively expensive, sewer, public and private may not function properly, and erosion could be a problem. Slopes of 15% and higher are generally unstable and are better left undeveloped or used for open space. This valley area near the Sycamore Country Club and Joralemon Park is one of the more gently rolling areas of the Town with elevations ranging from around 300 to 350 feet above sea level.

The majority of the Town’s western area remains mostly open and undeveloped with the land either in agricultural production or grown over to secondary forest.
AREA ANALYSIS

Another factor is the roadway infrastructure serving the Town of Coeymans, as follows:

Interstate 87 is a major north-south highway that extends through the eastern portion of the Town. Although the Town does not have direct access to the highway, Exit 21A connects to the Berkshire Spur, which allows quick access to the Massachusetts Turnpike (Interstate 90). The nearest on-ramp to I-87 is Exit 22, which is located in Selkirk, and Coxsackie Exit 21-B, which is five miles south of the Town. Interstate 87 provides immediate access to nearby shopping malls and retail areas. The Town's proximity to the State Transportation System is a vital resource for business and industry.

NYS Route 9W runs north and south through the heart of the Town and NYS Route 143 provides a direct east-west route to the western Hamlets (Coeymans Hollow and Alcove) and Coeymans Landing to the east.

In addition, the Town of Coeymans has two other NYS Routes within its boundary. These routes include NYS Route 32 and NYS Route 144.

With respect to other infrastructure capabilities, the Town of Coeymans does not have its own public water utilities but has an agreement with the Village of Ravena to serve the Hamlet of Coeymans. The source of the public water supply is a surface water storage reservoir that is fed by the Hannoacroix Creek, and supplemented by water from Alcove Reservoir. The raw water is treated at the Ravena Treatment Plant. The treated water tanks have a capacity of 1,797 million gallons. The waterlines currently extend into the Town as far as the Powell and Minnock Brick works.

The peak consumption of the Town is 1.3 million gallons per day (mgd) and the average daily consumption of water for the Town is 850,000 gallons per day (gpd), serving 10% of the population. The residential rate for public water is $300/year and the commercial rate is based on usage.

All areas north of the Coeymans Hamlet lack public water and have wells that are dependent upon groundwater aquifers. The bedrock formations of Coeymans generally provide enough water for domestic uses, and water quality is fair to excellent.

CONCLUSION

In all, the Town of Coeymans is a reasonably well-located rural community within New York State's capital region. It has and it is expected to continue to post moderate economic gains into the foreseeable future.
A submarket is a division of a total market that reflects the preferences of a particular set of buyers and sellers, e.g. fast food restaurants as a submarket of the overall restaurant market. The boundary of a physical area that influences the value of a property identifies a submarket. Delineation of these boundaries can be physical features, population characteristics, and land uses.

As illustrated in the following map, the subject's submarket is defined as the Capital District region.

The submarket is generally bound as follows:

- **North:** Saratoga and Schenectady Counties
- **South:** Greene County
- **East:** Interstate 87 & the Hudson River
- **West:** Schoharie County

**LINKAGES**

The subject property is located within the town of Coeymans, county of Albany, state of New York. The submarket is served by Routes 396, 143, 9W, and 101. On the periphery of the submarket are the Albany International Airport, three AMTRAK stations (Rensselaer, Saratoga Springs, and Schenectady), the deep water Port of Albany, and the Selkirk rail yards. These systems connect the region with Montreal 225 miles North, New York City 150 miles south, Boston 200 miles east, and Buffalo 280 miles west. As such, the submarket's linkages are rated as average.

LAND USES

Market areas often pass through a four-stage life cycle of growth, stability, decline, and revitalization. Some market areas may bypass stages in this cycle. The four stages of a market area’s life cycle (pattern) are as follows:

1. Growth – a period during which the submarket gains public favor and acceptance.
2. Stability – a period of equilibrium without market gains or losses.
3. Decline – a period of diminishing demand.
4. Revitalization – a period of renewal, modernization and increasing demand.³

The subject’s immediate market area is in the stability period of its life cycle.

With respect to the subject property, immediately surrounding improvements include industrial, large tracts of vacant land, and single family residences along County Route 101. Uses along Route 396 include the Selkirk Fire Company, U.S. Post Office, automotive service, and residential uses in the immediate area. Surrounding properties exhibit average maintenance.

VALUE TRENDS

On average, over the past several years, market values have been stable.

CONCLUSION

The subject’s submarket area has average linkages, and is in the stability stage of its life cycle. Value trends are relatively stable, with supply and demand factors in relative balance. Overall, the outlook for this submarket is stability into the foreseeable future.

SITE ANALYSIS

LOCATION

The subject property is located at 100 County Route 101, in the town of Coeymans, county of Albany, and state of New York. At this location, the subject is approximately ½-mile south from Route 396 and approximately 3 miles west from Route 9W. The subject has an average location for industrial development.

TAX PARCEL NUMBER

The subject land area to be leased is part of a larger parcel that is identified by Albany County as tax parcel number 132.-5-9.
LAND AREA

The subject site will measure 50' x 50' and contain 2,500 square feet. The larger parcel consists of 249.40 acres and is owned by Callanan Road Improvement Company. The Department of Public Works is proposing to construct a removable road salt storage shed upon this small portion of land to be rented by Albany County (lessee) from Callanan Road Improvement Company (lessor). The proposed site area is further identified on the following maps.
SHAPE

The subject (leased area) is square in shape, and is assumed to be functional for the proposed use as a road salt storage shed.

FRONTAGE AND ACCESS

The proposed site will have access from County Route 101 onto and over the lands of Callanan Road Improvement Company. It is assumed that the proposed lease will grant this access along a private driveway of Callanan Industries. This proposed access is rated average.

TOPOGRAPHY, SOIL CONDITIONS, DRAINAGE

Based upon surrounding long-standing improvements, soil conditions are assumed adequate to support the proposed salt shed. There was no evidence indicating otherwise. During the property inspection, no drainage problems were observed and none are assumed to exist.

UTILITIES

Utilities include electricity, private water and sewer.
SUBJECT PROPERTY DESCRIPTION

EASEMENTS & ENCROACHMENTS

We were not provided with a current title report or current as-built survey. Typical easements are assumed to exist.

DETREMENTAL CONDITIONS

No detrimental conditions restricting the efficient use of the site are identified.

FUNCTIONAL UTILITY

The site is functional for industrial development.

CONCLUSION

The subject's proposed site provides average functional utility for a removable road salt storage shed development.
FLOOD ZONE

According to FEMA Map 360010313D, dated March 16, 2015, the subject lands are located in a Zone X or C zone; therefore, the subject property is not located within a flood hazard zone.

WETLANDS

The subject site is not located within designed Federal or State wetlands as depicted in the national and state wetland maps below.
REAL PROPERTY ASSESSMENT AND TAXES

The subject property is located in the town of Coeymans, county of Albany, state of New York. Albany County is proposed to lease a small portion (2,500 square feet) of land from Callanan RD Improvement Company. Albany County is exempt from real estate taxation.

ZONING

Per the town of Coeymans zoning map, the subject property is located in an I - Industrial District.

PROPOSED USE

A wide variety of industrial uses are allowable in the I - Industrial zoning classification. The proposed use conforms to the current zoning ordinance.
## Schedule of District Zoning Regulations

<table>
<thead>
<tr>
<th>DISTRICT</th>
<th>USE</th>
<th>PRINCIPAL</th>
<th>ACCESSORY</th>
<th>PERMISSIBLE USES OF A SPECIAL PERM</th>
<th>ALLOWABLE MUSEUM</th>
<th>ALLOWABLE COURTYARD</th>
<th>ALLOWABLE PARKING</th>
<th>ALLOWABLE BUILDING</th>
<th>ALLOWABLE LOT SIZE</th>
<th>ALLOWABLE BUILDING HEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
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31
Highest and best use is defined as

the reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.\(^4\)

The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Highest and best use analysis is a study of market forces that is focused on the subject property. Market forces create value, therefore, the interaction between market forces and highest and best use is critically important. In estimating market value, highest and best use analysis identifies the most profitable, competitive use to which the subject property can be put. It is a market-driven concept based on competition and is the basis for all valuations.

The highest and best use for the land as if vacant forms the basis for the land value component in the cost approach. Analyzing the highest and best use as improved addresses whether the existing improvements should be maintained, adapted, or demolished. It also plays an important role in the selection of comparable sales. If a change in highest and best use of the site or property is anticipated in the near future, the current use may be considered an interim use.

**HIGHEST AND BEST USE AS-IF VACANT**

The highest and best use of the site as though vacant specifically assumes a property is vacant or can be made vacant through demolition of the existing improvements. The subject's highest and best use as though vacant is examined in light of the four highest and best criteria which are more completely described below.

**LEGAL PERMISSIBILITY**

Private restrictions, zoning, building codes, historic district controls, and environmental regulations may limit the development and potential of a particular parcel of real estate. There are no known private restrictions or environmental regulations which would unduly restrict development of the subject site.

The subject site is situated in an I - Industrial District that allows a wide variety of industrial, manufacturing, and public facility uses.

**PHYSICAL POSSIBILITY**

Size, shape, and area affect the uses to which land may be developed. The subject site has adequate size, frontage, and accessibility for special permitted uses and those consistent with the market area. The topography is adequate to support development. No adverse physical conditions are apparent that would obstruct site development.

\(^4\) The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, page 332
FINANCIAL FEASIBILITY

The financial feasibility of a specific property is market driven, and is influenced by its surrounding land uses. Uses that meet the first two criteria are evaluated to determine which are likely to produce a positive return upon investment.

Surrounding uses indicate that industrial/manufacturing development is financially feasible.

MAXIMUM PROFITABILITY

The maximally profitable use of the subject should conform to the submarket trends, and be consistent with its surrounding land uses. Although several uses could generate sufficient revenue to satisfy the required rate of return on investment and provide a return on the land, the single use that produces the highest value is typically the highest and best use. Based upon zoning, site size, accessibility, visibility, surrounding land uses, as well as market demand, the highest and best use of the subject property as though vacant is for industrial development.
The valuation process is a systematic procedure employed to provide the answer to an intended user about the value of real property. In appraisal assignments to render an opinion of market value, the appraiser analyzes the property from three different viewpoints that correspond to the three traditional approaches to value. In appraisal practice, one or more of these approaches are employed depending on the property type being appraised, use of the appraisal, and the quality and quantity of available market data for analysis. The three distinct methods of valuation are; cost, sales comparison, and income capitalization. The three traditional approaches to value are summarized in The Appraisal of Real Estate, Fourteenth Edition, Appraisal Institute, page 669, as:

**Cost approach**

The current cost of reproducing or replacing the improvements (including an appropriate entrepreneurial incentive or profit) minus the loss in value from depreciation plus land or site value.

**Sales comparison approach**

The value indicated by recent sales of comparable properties in the market and other supporting transactional information.

**Income capitalization approach**

The value of a property's earning power, based upon the capitalization of income.

The application of each approach is discussed further in the appropriate sections of the report.

**Methodology applied**

In the valuation of the subject property, the sales comparison approach is developed. The sales comparison approach is appropriate given sufficient comparable vacant industrial land sales.

The cost approach is not applicable because the subject property is vacant land.

The income capitalization approach is not developed. Although the market value of a vacant land site can be developed via the income capitalization approach (e.g. ground lease), in this case the uncertainty regarding timing and costs would make such an income-based valuation speculative. Additionally, there is a lack of small industrial sites that are leased in the local market area.

Additionally, a rental rate is developed from the market value of the industrially zoned land value.
SALES COMPARISON APPROACH

The sales comparison approach is a process of analyzing the market for competitive properties that can be compared to the subject for the support of an opinion of market value. The market value of a subject property by the sales comparison approach is directly related to prices of competitive and comparable properties. Market research of comparable properties include those that have recently sold, are currently offered on the market, and pending transactions. A comparative analysis is accomplished by recognizing the differences and similarities of properties, and their affect on value. Elements of comparison include real property rights conveyed, financing terms, conditions of sale (motivations), market conditions (trends), location, physical characteristics, economic characteristics, use, and non-realty components of value.

The basic appraisal principles of the sales comparison approach include supply and demand, substitution, balance, and externalities. Purchasers institute market demand, and the market inventory constitutes the supply. If demand is high, sale prices are inclined to increase, and the same is true when demand is low, prices tend to decrease. Supply is analyzed by existing inventory and new construction of a particular type of property. The consumption and conversion of existing buildings decreases supply while supply is created by new construction. The principle of substitution contends that the value of a property in the market is set by the availability of substitute properties having similar desirability and utility. When the relationship between land and improvements, and a property and its environment are in balance, then value is sustained. Property values can be positively or negatively affected by externalities, such as the economy and surrounding influences.

A five step systematic procedure is involve when the sales comparison approach is appropriately applied. These five steps are as follows:

1. Research the competitive market for information on properties that are similar to the subject property and that have recently sold, are listed for sale, or are under contract. Information on agreements of sale, options, listings, and bona fide offers may also be collected. The characteristics of the properties such as property type, date of sale, size, physical condition, location, and land use constraints should be considered. The goal is to find a set of comparable sales or other evidence such as property listings or contracts as similar as possible to the subject property to ensure they reflect the actions of similar buyers. Market analysis and highest and best use analysis set the stage for the selection of appropriate comparable sales.

2. Verify the information by confirming that the data obtained is factually accurate and that the transactions reflect arm's-length market considerations. Verification should elicit additional information about the property such as buyer motivation, economic characteristics (if the property is income-producing), value component allocations, and other significant factors as well as information about the market to ensure that the comparisons are credible.

3. Select the most relevant units of comparison used by participants in the market (e.g., price per acre, price per square foot, price per front foot, price per dwelling unit) and develop a comparative analysis for each unit. The appraiser's goal is to define and identify a unit of comparison that explains market behavior.
4. Look for differences between the comparable sale properties and the subject property using all appropriate elements of comparison. Then adjust the price of each sale property, reflecting how it differs, to equate it to the subject property or eliminate that property as a comparable. This step typically involves using the most similar sale properties and then adjusting for any remaining differences. If a transaction does not reflect the actions of a buyer who would also be attracted to the subject property, the appraiser should be concerned about comparability.

5. Reconcile the various value indications produced from the analysis of comparables into a value conclusion. A value opinion can be expressed a single point estimate, as a range of values, or in terms of a relationship (e.g., more or less than a given amount).\(^5\)

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\(^5\) Appraisal Institute, The Appraisal of Real Estate, 14th Ed., page 381-382.
SALES COMPARISON APPROACH

Competitive sale data are analyzed, compared and adjusted for their dissimilarities to the subject property to derive the fee simple market value. For small industrially and commercially zoned parcel sales within the subject submarket and surrounding municipalities, a price per square foot unit of comparison is standard. Elements of comparison include property rights, financing terms, condition of sale, market conditions, location, physical characteristics, utilities, zoning, and highest and best use.

An investigation within the subject submarket revealed a scarcity of small and recent comparable industrial land sales to compare to the subject site. Therefore, research is extended to include the entire Capital District region. A list of the most recent competitive sales stressing size is shown in the following table:

<table>
<thead>
<tr>
<th>No.</th>
<th>Location</th>
<th>Date</th>
<th>Size (SF)</th>
<th>Price/SF</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>11 Prescott Street, Colonie</td>
<td>2/10/2017</td>
<td>4,800</td>
<td>$7.29</td>
</tr>
<tr>
<td>2</td>
<td>15 Mill Street, Albany</td>
<td>8/29/2016</td>
<td>35,719</td>
<td>$7.12</td>
</tr>
<tr>
<td>3</td>
<td>244 Catherine Street, Albany</td>
<td>6/23/2015</td>
<td>14,810</td>
<td>$13.50</td>
</tr>
</tbody>
</table>

These sales are considered most comparable to the subject and are displayed on the following pages.
**SALES COMPARISON APPROACH**

**VACANT LAND SALE**
**TAX MAP NO.: 17.17-3-20**
**FILE NO.: 6686**

**ADDRESS:** 11 Prescott Street, town of Colonie, county of Albany, state of New York

<table>
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<tr>
<th>TRANSACTION DATA</th>
<th>BOOK/PAGE:</th>
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<td>DATE:</td>
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<tr>
<td>SALE PRICE:</td>
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<tr>
<td>FINANCING:</td>
<td>Market</td>
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<tr>
<td>GRANTOR:</td>
<td>Top Dog Enterprises, LLC</td>
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<tr>
<td>GRANTEE:</td>
<td>Capitaland Customer Builders, Inc.</td>
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<th>PHYSICAL DATA</th>
<th>PROPERTY TYPE: Vacant Land</th>
<th>LAND SIZE (SQUARE FEET): 4,800</th>
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<td>FRONT FOOTAGE:</td>
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<td>UTILITIES: municipal water &amp; sewer; commercial electric, telephone, cable (available)</td>
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<tr>
<td>ZONING:</td>
<td>Commercial Office Residential (COR)</td>
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</table>

**VERIFICATION:** Public Records by A&D

**COMMENTS:**
This property is located less than 0.10-mile from Central Avenue and approximately 3-miles west from Interstate 87 (The Adirondack Northway) in a mixed use area within the township of Colonie. This sale has a rectangular shape with 40 feet of frontage along Prescott Street. Its topography is generally level and cleared. Portable storage structure, light manufacturing, and mini-warehouse uses are permitted, to name a few. All municipal services are available to the site.
**SALES COMPARISON APPROACH**

**VACANT LAND SALE** 2  
**TAX MAP NO.** 65.16-4-17  
**FILE NO.** 6686

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**ADDRESS:** 15 Mill Street, city of Albany, county of Albany, state of New York

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<th>TRANSACTION DATA</th>
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<tbody>
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<td><strong>DATE:</strong></td>
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<td><strong>SALE PRICE:</strong></td>
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<td><strong>FINANCING:</strong></td>
<td>Market</td>
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<tr>
<td><strong>GRANTOR:</strong></td>
<td>Tivoli Properties, LLC</td>
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<td><strong>GRANTEE:</strong></td>
<td>Nipper Apartments, LLC</td>
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<td><strong>BOOK/PAGE:</strong></td>
<td>2016/20122</td>
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<td><strong>UNIT PRICE (PER SQUARE FOOT):</strong></td>
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<td><strong>LAND SIZE (PER SQUARE FOOT):</strong></td>
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<tr>
<td><strong>ZONING:</strong></td>
<td>MU-FW Mixed Use Form-Based Warehouse District</td>
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</table>

**VERIFICATION:** Public Records by A&D

**COMMENTS:**

This is the transfer of a corner industrially zoned site with frontage along Mill Street and Tivoli Street in an older industrial district of Albany. The site is rectangular in shape with generally level topography. Surrounding uses include warehouse and manufacturing. The site is within a mile from Interstate 787 and Interstate 90. All municipal services are available to the site.
SALES COMPARISON APPROACH

VACANT LAND SALE 3
TAX MAP NO. 64.46-2-16
FILE NO. 6680

ADDRESS: 244 Catherine Street, city of Albany, county of Albany, state of New York

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<td>SALE PRICE:</td>
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<td>FINANCING:</td>
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<tr>
<td>GRANTOR:</td>
<td>William &amp; Deborah Ritz, Deborah Pailley, and Alpha Venture LP</td>
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<tr>
<td>GRANTEE:</td>
<td>Bhatti Group, LLC</td>
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<tbody>
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<td>PROPERTY TYPE</td>
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<td>LAND SIZE (PER SQUARE FOOT)</td>
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<tr>
<td>UTILITIES: municipal water &amp; sewer; commercial electric, telephone, cable (available)</td>
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<td>ZONING:</td>
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</table>

VERIFICATION: Public Records by A&D

COMMENTS:
This transaction represents the fee simple purchase of a vacant land parcel in South Albany. The site is irregular in shape with 186 feet of frontage along Catherine Street. Its topography is generally level at road grade. The submarket consists of industrial, commercial and residential uses. The site is within 1½ miles from Interstate 787. All municipal services are available to the site.
## VALUATION ADJUSTMENT TABLE

<table>
<thead>
<tr>
<th>TRANSFER DATA</th>
<th>SUBJECT 100 CR 101, Coeymans</th>
<th>SALE 1 11 Prescott St. Colonie</th>
<th>SALE 2 15 Mill Street, Albany</th>
<th>SALE 3 244 Catherine St., Albany</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALES PRICE</td>
<td>$35,000</td>
<td>$254,456</td>
<td>$200,000</td>
<td></td>
</tr>
<tr>
<td>SITE SIZE (SF)</td>
<td>2,500</td>
<td>4,800</td>
<td>35,719</td>
<td>14,810</td>
</tr>
<tr>
<td>UNIT PRICE</td>
<td>$7.29</td>
<td>$7.12</td>
<td>$13.50</td>
<td></td>
</tr>
</tbody>
</table>

### ADJUSTMENTS:

<table>
<thead>
<tr>
<th>PROPERTY RIGHTS</th>
<th>Fee Simple</th>
<th>Fee Simple</th>
<th>Fee Simple</th>
<th>Fee Simple</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADJUSTED PRICE</td>
<td>$7.29</td>
<td>$7.12</td>
<td>$13.50</td>
<td></td>
</tr>
<tr>
<td>FINANCING</td>
<td>Market</td>
<td>Market</td>
<td>Market</td>
<td>Market</td>
</tr>
<tr>
<td>ADJUSTED PRICE</td>
<td>$7.29</td>
<td>$7.12</td>
<td>$13.50</td>
<td></td>
</tr>
<tr>
<td>CONDITIONS OF SALE</td>
<td>Typical</td>
<td>Typical</td>
<td>Typical</td>
<td>Typical</td>
</tr>
<tr>
<td>ADJUSTED PRICE</td>
<td>$7.29</td>
<td>$7.12</td>
<td>$13.50</td>
<td></td>
</tr>
<tr>
<td>MARKET CONDITIONS</td>
<td>Stable</td>
<td>Stable</td>
<td>Stable</td>
<td>Stable</td>
</tr>
<tr>
<td>ADJUSTED PRICE</td>
<td>$7.29</td>
<td>$7.12</td>
<td>$13.50</td>
<td></td>
</tr>
</tbody>
</table>

### LOCATION / PHYSICAL ADJUSTMENTS

<table>
<thead>
<tr>
<th>LOCATION</th>
<th>Average</th>
<th>Inferior (+25%)</th>
<th>Superior (-15%)</th>
<th>Superior (-15%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SITE SIZE (SF)</td>
<td>2,500</td>
<td>4,800 (+5%)</td>
<td>35,719 (+30%)</td>
<td>14,810 (+10%)</td>
</tr>
<tr>
<td>SHAPE</td>
<td>Square</td>
<td>Similar</td>
<td>Similar</td>
<td>Similar</td>
</tr>
<tr>
<td>TOPOGRAPHY</td>
<td>Generally Level</td>
<td>Similar</td>
<td>Similar</td>
<td>Similar</td>
</tr>
<tr>
<td>ZONING</td>
<td>Industrial</td>
<td>Superior (-5%)</td>
<td>Similar</td>
<td>Similar</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>Municipal</td>
<td>Superior (-10%)</td>
<td>Similar</td>
<td>Superior (-10%)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NET ADJUSTMENTS</th>
<th>+15%</th>
<th>+5%</th>
<th>-15%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ADJUSTED PRICE PER SQUARE FOOT</td>
<td>$8.38</td>
<td>$7.48</td>
<td>$11.48</td>
</tr>
</tbody>
</table>

### SUMMARY OF COMPARABLE SALES

- Unadjusted Range: $7.12 to $13.50 per square foot
- Adjusted Range: $7.48 to $11.48 per square foot
- Mean: $9.11 per square foot
- Median: $8.38 per square foot
SALES COMPARISON APPROACH

EXPLANATION OF COMPARATIVE ANALYSIS

Both quantitative and qualitative techniques are employed in the comparative analysis. No explanation is given to the elements of comparison that are deemed similar to the subject site. No discussion is provided for those elements of comparison that were deemed similar to the subject and require no adjustments. The sales have been cited for comparison analysis with the foregoing table illustrating the adjustment process. The comparable sales have been adjusted, where deemed necessary, analyzed on a sale price per square foot basis, and percentage adjustments were applied as deemed necessary.

PROPERTY RIGHTS CONVEYED

All three sales transferred in the fee simple interest similar to the subject property. No adjustments are required to any of the comparable sales.

FINANCING TERMS

Sale prices can be affected by unusual or seller held financing. Comparable sales 1 through 3 involved market oriented financing terms. This adjustment is predicated upon what a specific property interest should sell for in a competitive market after a reasonable marketing time in cash or in terms equivalent to cash with all conditions requisite of a fair sale, with the buyer and seller acting prudently, knowledgeably, and assuming that neither is under duress. This includes purchases using market financing i.e., market interest rates, points, loan-to-value ratio, etc.

CONDITIONS OF SALE

Comparable properties can be adjusted for differences in the motivation of either seller or buyer in a sale transaction i.e., when a comparable sale was not an arms-length transaction. All comparable sales are arms length transactions requiring no adjustments. However, the buyer of sale 3 was highly motivated in this site selection and a downward adjustment is necessary.

MARKET CONDITIONS

An element of comparison in the sales comparable approach; comparable properties can be adjusted for differences in the points within the real estate cycle at which the transactions occur. Interviews with developers and brokers in the area, lending institutions and assessor’s offices have indicated increasing property values through 2007. Analysis of sales from various sources to include the multiple listing service, land-data, and the NYS sales web supports stable prices from December 31, 2007 to the present. No market trend adjustments are applied.
LOCATION

Value of real estate is influenced by its physical location and environment as well as its overall size. Location and land areas are key factors affecting market value.

The value inherent in a particular location is influenced by various geographic, legal, social and economic factors. In rendering an opinion of an adjustment for location differences between the comparable sales and the subject property, the location and physical site attributes of each sale property is compared. Proximity to major state and interstate highway systems and arterials is considered a vital influence on value for distribution facilities. Numerous demographic statistics for the metropolitan areas of the sales was investigated including population, population growth, income, and employment levels.

The cost to transport goods from the plant to the industrial facilities and finally to the customer continues to be the largest, single logistics expense most companies face. These costs and the level of service are affected by many variables, from regulatory changes to fuel prices. Company reputation and customer service are greatly affected by the ability to get goods to the market in a timely manner. Other factors that are considered when selecting a location for industrial facilities include the cost of transportation, availability of labor, cost of living, proximity to markets, size of markets, anticipated growth of markets, income level and population trends, cost and availability of industrial lands, utilities, tax structure, and government attitudes. Location of an industrial facility has a significant influence on market value.

Comparable sale 1 is situated approximately 3.00 miles from Interstate 87; however, this site is inferior for industrial users because trucks can only turn right onto Central Avenue and traffic patterns are burdensome for the transport of goods. Sale 1 is adjusted upward for its inferior industrial location. Comparable sales 2 and 3 are located within 1 to 1½ miles from Interstate 787, which is superior to the subject’s location and downward adjustments are warranted.

SIZE

According to the Economies of Scale theory within the real estate markets there is a generally accepted inverse relationship between size and unit price. Compared to the subject, all three sales are larger in size and are adjusted upward at varying degrees.

ZONING

A statute enacted by a legislative body, under the police powers of government, to regulate and control the use of real estate for the health, morals, safety, and general welfare of the public. Comparable sales 2 and 3 are located within industrial zoning districts similar to the subject allowing a variety of warehousing and manufacturing uses. Comparable sale 1 is located in a district that allows a variety of commercial and residential uses, and minor industrial uses. Compared to the subject, sale 1 has a wider range of allowable uses and is adjusted downward for this value influence.
Utilities

The subject property has private water and sewer services. All three comparable sales have municipal water and sewer service and are adjusted downward for this value influence.

Reconciliation of Land Value

The unadjusted value range reflected by the three land sales is from $7.12 to $13.50 per square foot. After adjusting each sale to the subject, the indicated values range is from $7.48 to $11.48 per square foot. The mean and median value indications are $9.11 and $8.38 per square foot, respectively. It is my opinion that $8.50 per square foot is supported for the subject site. The subject’s as-is land value is concluded as follows:

<table>
<thead>
<tr>
<th>Subject Size (SF)</th>
<th>Unit Value (Per Square Foot)</th>
<th>Market Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>2,500</td>
<td>$8.50</td>
<td>$21,250</td>
</tr>
<tr>
<td><strong>Rounded To:</strong></td>
<td></td>
<td><strong>$21,500</strong></td>
</tr>
</tbody>
</table>

RealtyRates.com INVESTOR SURVEY - 3rd Quarter 2019*

<table>
<thead>
<tr>
<th>Property Type</th>
<th>Capitalization Rates</th>
<th>Discount Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apartments</td>
<td>2.43%</td>
<td>10.12%</td>
</tr>
<tr>
<td>Golf</td>
<td>2.49%</td>
<td>9.73%</td>
</tr>
<tr>
<td>Health Care/Senior Housing</td>
<td>2.97%</td>
<td>11.28%</td>
</tr>
<tr>
<td>Industrial</td>
<td>2.57%</td>
<td>10.08%</td>
</tr>
<tr>
<td>Lodging</td>
<td>2.92%</td>
<td>15.51%</td>
</tr>
<tr>
<td>Mobile Home/RV Park</td>
<td>2.53%</td>
<td>13.02%</td>
</tr>
<tr>
<td>Office</td>
<td>2.75%</td>
<td>9.68%</td>
</tr>
<tr>
<td>Restaurant</td>
<td>3.15%</td>
<td>15.26%</td>
</tr>
<tr>
<td>Retail</td>
<td>2.67%</td>
<td>11.20%</td>
</tr>
<tr>
<td>Self-Storage</td>
<td>2.76%</td>
<td>10.20%</td>
</tr>
<tr>
<td>Special Purpose</td>
<td>3.43%</td>
<td>16.13%</td>
</tr>
<tr>
<td>All Properties</td>
<td>2.43%</td>
<td>16.13%</td>
</tr>
</tbody>
</table>

RealtyRates Investor Survey reports industrial capitalizations rates from 2.57% to 10.085 with an average rate of 6.76%. Considering the subject's location and physical characteristics, it is my opinion that an overall capitalization rate near the upper end of the range of 8.50% is reasonable.

A conversion of market value into an income stream is as follows:

Market value x capitalization rate = annual income

$21,500 (market value) x 8.50% (capitalization rate) = $1,828 annual income

$1,828 annual income ÷ 12 months = $152 rounded to: $150 per month rent
Reconciliation is the last phase in the valuation process that evaluates the quantity and quality of the available market data to derive a conclusion based upon the most applicable indicators. Having sufficient market data and applying the appropriate methodology, the market value of the subject property’s fee simple estate was derived as follows:

<table>
<thead>
<tr>
<th>VALUATION:</th>
<th>As-Is</th>
</tr>
</thead>
<tbody>
<tr>
<td>COST APPROACH</td>
<td>N/A</td>
</tr>
<tr>
<td>SALES COMPARISON APPROACH</td>
<td>$21,500</td>
</tr>
<tr>
<td>INCOME CAPITALIZATION APPROACH</td>
<td>N/A</td>
</tr>
</tbody>
</table>

In the valuation of the subject property, the sales comparison is developed. The sales comparison approach is appropriate given sufficient recent comparable sales.

The cost approach is not applicable because the subject property is vacant land.

The income capitalization approach is not developed. Although the market value of a vacant land site can be developed via the income capitalization approach (e.g. ground lease), in this case the uncertainty regarding timing and costs would make such an income-based valuation speculative. Additionally, there is a lack of small industrial sites that are leased in the local market area.

Additionally, a rental rate is developed from the market value of the industrially zoned land value.

**MARKET VALUE CONCLUSION**

As a result of our investigation and analyses, the market value of the subject property is concluded as follows:

<table>
<thead>
<tr>
<th>MARKET VALUE CONCLUSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Value Premise</td>
</tr>
<tr>
<td>As-Is</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MONTHLY RENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Market Value</td>
</tr>
<tr>
<td>$21,500</td>
</tr>
</tbody>
</table>
I certify that, to the best of knowledge and belief:

1. The statements of fact contained in this report are true and correct.

2. The reported analysis, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are the appraiser's personal, unbiased professional analyses, opinions, and conclusions.

3. We have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.

7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

8. The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

9. Michael R. DiMura, MAI made an exterior inspection of the property that is the subject of this report.

10. No one provided significant real property appraisal assistance to the person(s) signing this certification.

11. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, Michael R. DiMura, MAI has completed the continuing education program of the Appraisal Institute.

Michael R. DiMura, MAI
General Certified Appraiser
NYS License # 46-640

Certification Signed & Dated: September 5, 2019
ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following assumptions and limiting conditions:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.

2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.

3. Responsible ownership and competent property management are assumed.

4. The information furnished by others is believed to be reliable. No warranty, however, is given for its accuracy.

5. All engineering is assumed to be correct. The plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.

6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.

7. It is assumed that there is full compliance with the applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in the appraisal report.

8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in the appraisal report.

9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.

10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted in the report.

11. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
ASSUMPTIONS AND LIMITING CONDITIONS

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.

13. The appraiser herein by reason of this appraisal is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.

14. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.

15. The Americans with Disabilities Act (ADA) became effective January 26, 1992. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a survey of the property, together with a detailed analysis of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect on the value of the property. Since I do not have direct evidence relating to this issue, I did not consider non-compliance with the requirements of ADA in estimating the value of the property.
ADDENDA
The following items are appended to the body of this report:

Subject Photographs
Qualifications of Appraiser
SUBJECT PHOTOGRAPHS

Facing CR 101 From Subject Site (Ingress/Egress over land of others)

Facing North From the Subject Site
Approximate Area of the Subject Site
QUALIFICATIONS OF THE APPRAISER

PROFESSIONAL QUALIFICATIONS
MICHAEI R. DI MURA, MAI

MEMBERSHIP AND PROFESSIONAL LICENSES

Member, Appraisal Institute (MAI Designation #11085)
NYS Certified General Real Estate Appraiser (Certificate #46000006406)
Advisory Board, 1997-1999; Upstate N.Y. Albany Subchapter of the Appraisal Institute

PROFESSIONAL EDUCATION

Seminar On-Line - National Uniform Standards of Professional Appraisal Practice - 7-Hour
(USPAP) Update - Albany, New York 2018
Seminar On-Line - Basic Hotel Appraising - Limited Service Hotels - Albany, New York 2018
Seminar On-Line - Appraisal of Land Subject to Ground Leases - Albany, New York 2018
Seminar On-Line - Appraisal of Owner-Occupied Commercial Properties - Albany, N.Y. 2018
Appraisal Institute - Review Theory-General - Burlington, Massachusetts, 2015
Supervising the Trainee Appraiser - Albany, New York 2015
Appraisal Institute - National Uniform Standards of Professional Appraisal Practice
(USPAP) Update Course - Utica, New York - 2014
Appraisal Institute - Business Practices and Ethics - Utica, New York 2013
Appraisal Institute - Subdivision Valuation - Goshen, New York 2012
Appraisal Institute - Appraising Distressed Commercial Real Estate - Goshen, New York 2011
Appraisal Institute - Case Studies - Verona, New York 2011
USPAP-Uniform Standards of Professional Appraisal Practice - Latham, New York 2011
Appraisal Institute On-Line - Forecasting Revenue - Latham, New York 2010
Appraisal Institute - General Appraiser Income Approach/Part 2 - Burlington, Massachusetts 2008
Appraisal Institute - National Uniform Standards of Professional Appraisal Practice
(USPAP) Update Course - Colonie, New York - 2007
Appraisal Institute - Advanced Income Capitalization Course 510 - Altamonte Springs, Florida 2006
Appraisal Institute - National Uniform Standards of Professional Appraisal Practice
(USPAP) Update Course - Colonie, New York - 2005
Appraisal Institute - Advanced Sales Comparison and Cost Approaches - Boca Raton, Florida 2004
Appraisal Institute - Sales Comparison Valuation of Small Mixed-Use Properties - Syracuse, New York -2002
Appraisal Institute - Understanding & Testing Discounted Cash Flow Valuation Models - Lenox, Massachusetts - 2000
QUALIFICATIONS OF THE APPRAISERS

QUALIFICATIONS OF MICHAEL R. DI MURA, MAI

PROFESSIONAL EDUCATION CONTINUED

Appraisal Institute - Regional Growth Patterns of NYS Capital District - Albany, NY - 2000
Appraisal Institute - Highest and Best Use & Market Analysis – W. Palm Beach, Fl. - 1999
Fleet Bank - Advanced Commercial Real Estate - Boston, Massachusetts - 1999
Appraisal Institute - Affordable Housing Valuation - Albany, New York - 1997
Appraisal Institute - Appraisal of Nursing Facilities - Syracuse, N.Y. - 1997
Appraisal Institute - Demonstration Appraisal Report requirement completed - 1995
Appraisal Institute - Advanced Income Capitalization Course 510 - West Springfield, Massachusetts 1993
Real Estate Appraisal Course - Siena College, Loudonville, New York – 1992
S.R.E.A. - Society of Real Estate Appraisers Course 101 - Introduction to Appraising Real Property, Siena College, Loudonville, New York - 1987
Real Estate Salespersons Preparation Course, Albany, New York - 1985
Property & Casualty Insurance Brokers Course, Siena College, Loudonville, New York 1980
Real Estate Salespersons Preparation Course, Maricopa County, Phoenix, Arizona - 1977

EDUCATION

Mohawk Valley Community College, Utica, New York - Business Management
Empire State University of New York, Albany, New York - Finance
QUALIFICATIONS OF THE APPRAISER

UNIQUE ID NUMBER
460000006406

State of New York
Department of State
DIVISION OF LICENSING SERVICES

PURSUANT TO THE PROVISIONS OF ARTICLE 6E OF THE
EXECUTIVE LAW AS IT RELATES TO R.E. APPRAISERS.

DIMURA MICHAEL R
C/O ALVEY AND DIMURA INC
125 WOLF RD
STE 404
ALBANY, NY 12205

HAS BEEN DULY CERTIFIED TO TRANSACT BUSINESS AS A
R.E. GENERAL APPRAISER

ROSSANA ROSADO
SECRETARY OF STATE
6
October 4, 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 to enter into a contract with CNH Industrial America, LLC for the purchase of one (1) 2019 Case 721G Wheel Loader.

The loader will be purchased using NYS Contract PC67265 Group #40625 and Award #PGB-22792. This purchase is part of the department’s Capital Program (Resolution 515 dated 12/7/15). The total cost shall not exceed $149,629.00.

We have attached all supporting documentation. If there are any questions or further information is needed, 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
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Contract Authorization for the Purchase of a Wheel Loader

Date: October 9, 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):
CNH Industrial America, LLC
700 State St.
Racine, WI 53402

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

Amount/Raise Schedule/Fee: $149,629.00
Scope of Services: Purchase of a Wheel Loader

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: HHRA5197.22000E 
Appropriation Amount: $149,629.00 

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) 12/1/2019-2/28/2020 
Length of Contract: 3 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 approval to enter into a contract with CNH Industrial America, LLC for the purchase of one (1) 2019 Case 721G Wheel Loader. 

The loader will be purchased using NYS Contract PC67265 Group #40625 and Award #PGB-22792. This purchase is part of the department’s Capital Program (Resolution 515 dated 12/7/15). The total cost shall not exceed $149,629.00. 

We have attached all supporting documentation. If there are any questions or further information is needed, please feel free to contact my office.
Contract Award Notification Update

Subject: Extension of Contracts

DATE: April 5, 2019  AWARD #: PGB-22792  GROUP #: 40625

AWARD DESCRIPTION: Heavy Equipment (Statewide)

CONTRACT PERIOD: See Contractor information.

CONTACT: Elizabeth Gocs | 518-486-1821 | elizabeth.gocs@ogs.ny.gov

CONTRACT NO.: PC67141  CONTRACTOR: Clark Equipment Company DBA Bobcat Company
PC67265 and Doosan Infracore Construction Equipment
PC67075  CNH Industrial America, LLC (Construction)
PC67693  John Deere Shared Services DBA John Deere
          Construction Retail Sales
          Kubota Tractor Corporation

Please be advised that the above-mentioned contracts, that were set to expire on May 18, 2019, have been extended. The new expiration date for these contracts is May 19, 2020.

An updated "Contractor Information Summary" page for this contract award regarding this change will be posted on OGS Procurement Services’ website, under "Contractor Info" at:

https://online.ogs.ny.gov/purchase/spg/awards/4062522792CAN.HTM

All other terms and conditions under this award remain the same.
Group 40625– Award 22792, Heavy Equipment

CNH Industrial America, LLC (Construction)
Contractor and Pricing Information
May 10, 2019

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Contractor &amp; Address</th>
<th>Centralized Contract Contact</th>
<th>Federal ID</th>
</tr>
</thead>
<tbody>
<tr>
<td>NYS Contract: FC67265</td>
<td>CNH Industrial America, LLC 700 State Street Racine, WI 53402</td>
<td>Case Construction Name: Tony Simpson Manager Government Sales Toll Free Number: 252-636-6576 Fax: Not Applicable Email: <a href="mailto:tony.simpson@casece.com">tony.simpson@casece.com</a></td>
<td>Federal ID 76-0433811</td>
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<tr>
<td>NJPA Contract: 032515-CNH</td>
<td></td>
<td>New Holland Construction Name: Amy Swett Manager Government Sales Toll Free Phone: (877) 259-0114 Phone: (717) 355-1688 Fax: (866) 640-1420 Email: <a href="mailto:amy.swett@newholland.com">amy.swett@newholland.com</a></td>
<td>NYS Vendor ID 1100123548</td>
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Business Hours: M-F 8AM – 6PM, Eastern

Contract Pricelist and Discounts

NOTE: Price shall include all customs duties and charges. Shipping costs from the shipping point may be added to invoice for the product, with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. Contractor shall provide the Authorized User with an estimate of shipping charges prior to placement of an order. All such orders shall be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the Purchase Order by the Authorized User.

Link to Contractor Price List (List Prices); Contact Centralized Contract Contact listed above for price list. Discounts and authorized dealers follow on the ensuing pages.
See www.casece.com for product information

NJPA PRICE LIST DISCOUNTS—Contract 032515 Valid until 06/30/2019
Revised 03/07/18

<table>
<thead>
<tr>
<th>PRODUCT / MODEL</th>
<th>PRICE LIST</th>
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<tr>
<td>WHEEL LOADER</td>
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<tr>
<td>521G</td>
<td>Current Price book</td>
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<td>621G</td>
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<td>1121G</td>
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<tr>
<td>SKID STEER LOADER</td>
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<td>SR130</td>
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<td>SR270</td>
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<td>SV340</td>
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<td>COMPACT TRACK LOADER</td>
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Freight FOB North America plant or import distribution location
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<tr>
<th>Equipment</th>
<th>Contractors</th>
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<tr>
<td>Vacuum Removal Equipment, Asbestos/Hazardous Waste</td>
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<tr>
<td>Vacuum Recovery Equipment, Hydro Blast Liquid</td>
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<tr>
<td>Vacuum, Dust Collectors and Baghouses, Portable</td>
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<tr>
<td>Vacuum, Abrasive Blasting and Surface Prep. Equipment</td>
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<td>Vacuum, Industrial Trailer and Skid Mounted</td>
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<td>Water Trucks</td>
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<td>Wheel Loaders</td>
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<td>Wheel Loaders, Compact</td>
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*Available equipment types for each Contractor (10/01/2019)*
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**Features**

- 2019 CASE 721G 2 BAR
- PROFESSIONAL PKG
- LIMITED SLIP AXLES
- COOLING SYSTEM WIRELESS SING PAN
- SOUND SUPPRESSION
- CAB WITH HEATER & A/C
- HEATED AIR SUSPENSION SEAT
- AM/FM BLUETOOTH STEREO
- OPERATORS CONVENIENCE PKG
- STANDARD STEERING
- JOYSTICK WITH 1 AUX FUNCTION
- WIDE FENDERS
- NO TIRE PREFERENCE
- CNH/JRB COMPATIBLE CPLR W/3YRD
- HEAVY COUNTERWEIGHT
- EJECTOR TYPE AIR CLR
- ROTATING BEACON
- LICENSE PLATE BRACKET
- COLD WEATHER PKG
- LED LIGHT PKG
- REAR VIEW CAMERA
- RIDE CONTROL
- SKID PLATE/TRANSMISSION
- REAR SIDE FRAME COVERS
- RIGHT/LEFT HAND HEATED MIRRORS
- TOOL BOX

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<th>Features</th>
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<th>Key Customer Price</th>
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**Other Attachments**

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**Trades**

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**Summary**

Subtotal: $149,829.00
Cash Down: $0.00
Trades: $0.00
Total Due: $149,829.00

*SOLO OFF NYG OGS CONTRACT #PC97295 GROUP B-40025 & AWARD #PGB-22752*
*ALL MUNICIPAL DISCOUNTS HAVE BEEN APPLIED TO THE PURCHASE PRICE*

**Acceptance**

Customer Signature: ____________________  Date: ____/____/____

Quoted prices firm for 10 days. All quotes subject to availability & sales tax.