AGENDA

AUDIT AND FINANCE COMMITTEE

OCTOBER 30, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

1. RESOLUTION NO. 280 FOR 2018: AUTHORIZING ALBANY COUNTY'S PARTICIPATION IN THE SALES TAX FREE WEEK FOR 2018 ON ITEMS OF CLOTHING AND SHOES COSTING LESS THAN $110

2. LOCAL LAW NO. “R” FOR 2018: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PROHIBITING ALBANY COUNTY GOVERNMENT FROM ASSISTING IN THE INVESTIGATION OF CITIZENSHIP OR IMMIGRATION STATUS OF ANY PERSON

3. RESOLUTION NO. 376 FOR 2018: PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “R” FOR 2018

4. AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 89 THIRD STREET (TAX MAP NO. 65.74-2-7) IN THE CITY OF ALBANY

5. RESOLUTION NO. 356: RESCINDING RESOLUTION NO. 217 FOR 2019

6. AUTHORIZING AN AGREEMENT WITH CAPITAL MARKET ADVISORS, LLC REGARDING FINANCIAL ADVISORY SERVICES
7. AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH ENERGY IMPROVEMENT CORPORATION REGARDING THE SUSTAINABLE ENERGY LOAN PROGRAM

CURRENT BUSINESS:

8. AMENDING THE 2019 SHERIFF'S OFFICE BUDGET: OVERTIME

9. BOND AUTHORIZATION REGARDING CONSTRUCTION PROJECTS LOCATED AT THE CLARKSVILLE PUBLIC SAFETY BUILDING AND SHAKER PLACE REHABILITATION AND NURSING CENTER

10. AMENDING RESOLUTION NO. 408 FOR 2019 REGARDING AMENDMENTS TO THE 2019 BOARD OF ELECTIONS BUDGET

11. AUTHORIZING AN AGREEMENT WITH BETTER HEALTH FOR NORTHEAST NEW YORK, INC. (BHNYY) REGARDING THE CARDIOVASCULAR HEALTH MANAGEMENT PROJECT AND AMENDING THE 2019 DEPARTMENT OF HEALTH BUDGET

12. AMENDING THE 2019 DEPARTMENT OF MENTAL HEALTH BUDGET: OVERTIME

13. BOND AUTHORIZATION REGARDING VARIOUS CONSTRUCTION AND UPGRADE PROJECTS AT THE TIMES UNION CENTER

14. BOND AUTHORIZATION REGARDING CONSTRUCTION AND RENOVATION PROJECTS AT VARIOUS ALBANY COUNTY FACILITIES

15. BOND AUTHORIZATION REGARDING ALBANY COUNTY VEHICLE REPLACEMENT

16. BOND AUTHORIZATION REGARDING VARIOUS CULVERT REPLACEMENT PROJECTS IN ALBANY COUNTY

17. BOND AUTHORIZATION REGARDING BRIDGE REHABILITATION IMPROVEMENTS AND UPGRADES

18. BOND AUTHORIZATION REGARDING VARIOUS HIGHWAY IMPROVEMENTS IN ALBANY COUNTY

19. BOND AUTHORIZATION REGARDING A VEHICLE AND TRUCK REPLACEMENT PROJECT

20. AUTHORIZING A REFUND OF REAL PROPERTY TAXES
21. PUBLIC HEARING REGARDING THE MICROENTERPRISE COMMUNITY DEVELOPMENT BLOCK GRANT
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Audit and Finance Committee of the Albany County Legislature met on September 25, 2019. Chairperson Willingham, Messrs. Clay, Burgdorf, Grimm, R. Joyce, Dawson, Higgins, O'Brien and Mendick were present. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.


4. Local Law No. "C" for 2019: A Local Law of the County of Albany, New York, Amending and Updating Local Law No. 2 for 2011 Requiring Item Pricing by Retail Stores in the County of Albany: After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing the Conveyance of Real Property Located at 89 Third Street (Tax Map No. 65.74-2-7) in the City of Albany: Tabled at the Request of the Sponsor.

6. Resolution No. 356: Rescinding Resolution No. 217 for 2019: After a brief discussion, the Committee voted 7-2 to table the Resolution and the motion passed, with Messrs. Mendick and Grimm opposed.

7. Authorizing an Agreement with Capital Market Advisors, LLC Regarding Financial Advisory Services: After brief discussion, the Committee voted unanimously to table the proposal.

8. Rescinding the Authorization to Convey Real Property Pursuant to Resolution No. 260 for 2017 and Authorizing the Conveyance of 47 Mapleridge Avenue (Tax Map No. 75.67-2-44) in the City of Albany: By Resolution No. 260 for 2017, the Legislature authorized the conveyance of various parcels of real property.
acquired through in rem foreclosure to the Albany County Land Bank Corporation (the “Land Bank”), including 47 Mapleridge Avenue (Tax Map No. 75.67-2-44) in the City of Albany. It was indicated that Shaquana Terrell has expressed an interest in acquiring the parcel and has offered to pay $5,500 for the property with the intent of repairing it. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

9. Authorizing the Conveyance of a Parcel of Real Property Known as Van Wies Point Road (Tax Map No. 100.2-1-3.2) Located in the Town of Bethlehem: The County of Albany has acquired, through in rem foreclosure, title to a parcel of real property in the Town of Bethlehem known as Van Wies Point Road (Tax Map No. 110.2-1-3.2), and it was indicated that the family of the immediate former owner, Mathai Kolath George, wished to reacquire the property. It was further indicated that Annie M. Kolath, expressed an interest in acquiring the aforementioned property and has committed to paying $106,985.04 for the parcel, which represents the full amount of taxes, interest, penalties, reimbursement and closing costs necessary to acquire the property, and that the property will be distributed in accordance with the last will and testament of the immediate former owner. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

10. Amending The 2019 District Attorney’s Office Budget: Administrative Adjustments: The Albany County District Attorney requested authorization to reallocate funding within the 2019 District Attorney’s Office Budget in order to implement criminal justice reforms set to take effect in 2020, and that to accomplish this, a budget-neutral amendment to the 2019 District Attorney’s Office Budget is necessary in the amount of $290,000. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

11. Amending The 2019 Sheriff’s Office Budget: Administrative Adjustments: The Albany County Sheriff requested authorization to accept unanticipated phone revenues pursuant to an agreement with Global Tel Link Corporation in the amount of $155,000, and a budget amendment to the 2019 Sheriff’s Office Budget in order to accept and appropriate said funds. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

12. Amending the 2019 Sheriff’s Office Budget: Staff Positions: The Albany County Sheriff requested authorization to delete a Law Enforcement Captain Position and create a new Law Enforcement First Sergeant position. The Sheriff indicated that these position changes will provide a cost savings to the County
and have no adverse impact on services provided, and requested a budget amendment to the 2019 Sheriff's Office Budget to amend such positions. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.


14. Amending The 2019 Department Of Social Services Budget: Administrative Adjustments: By Resolution No. 489 for 2014, the Legislature authorized a five-year agreement with New York State Office of Temporary and Disability Assistance in the amount of $699,630 and an agreement with the Legal Aid Society of Northeastern New York, Inc. regarding the Solutions to End Homelessness Program in the amount of $133,926 per year for a term commencing October 1, 2014 to September 30, 2019. The Commissioner of the Department of Social Services requested a 2019 budget amendment in order to appropriate the unspent portion of the aforementioned grant funding in the amount of $63,015. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

15. Amending The 2019 Department Of Public Works Budget: Administrative Adjustments: By Resolution No. 366 for 2019, the Legislature authorized the acceptance of $340,000 in grant funding from the Dormitory Authority of the State of New York for the planning and construction of a quiet zone in the Village of Voorheesville as well as a budget amendment in order to incorporate this funding into the 2018 Department of Public Works Budget. The Commissioner of the Albany County Department of Public Works indicated that this funding was not carried over into the 2019 Department of Public Works Budget due to clerical oversight, and has requested authorization to amend the 2019 Department of Public Works Budget in order to appropriate this funding in order to proceed with the preliminary study for the quiet zone project in the Village of Voorheesville. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

16. Amending The 2019 Water Purification District Budget: Overtime: The Executive Director of the Water Purification District indicated that due to various emergency repairs and extended absences, overtime is necessary to ensure adequate staffing for the District through the end of the year, and requested a budget amendment in the amount of $52,000 to cover the aforementioned overtime expenses. After brief discussion, the Committee voted
unanimously to move the proposal forward for legislative action with a favorable recommendation.

17. Designating the Albany County Convention and Visitor's Bureau, Inc. As Albany County's Tourist Promotion Agency To Receive Tourism, Advertising And Promotion Grants: The New York State Legislature created a matching funds program administered by the New York State Department of Economic Development for the promotion of tourist, travel, resort and vacation businesses in the State of New York. In order for Albany County to participate in the program, the County Legislature must designate a tourist promotion agency to make such application and to receive grants matching the funds expended by said tourist promotion agency, and it was recommended that that the Albany County Convention and Visitors Bureau, Inc. be designated for such purpose. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

18. Authorizing The Conveyance Of Real Property Located At 133 Lark Street (Tax Map No. 65.72-5-70) In The City Of Albany: The County of Albany has acquired, through in rem foreclosure, title to a parcel of real property located at 133 Lark Street (Tax Map No. 65.72-5-70) in the City of Albany. AYTN Corp, the immediate former owner of record at the time the County foreclosed on this property indicated that they are committed to paying the full amount of taxes, interest, penalties and closing costs necessary to reacquire this property. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

19. Rescinding The Authorization To County 164 Orange Street (Tax Map No. 65.81-6-52) Pursuant To Resolution No. 399 For 2019 And Authorizing The Conveyance Of 164 Orange Street In The City Of Albany: WHEREAS, By Resolution No. 399 for 2019, this Honorable Body authorized the conveyance of 164 Orange Street (Tax Map No. 65.81-6-52) acquired through in rem foreclosure located in the City of Albany to the Albany County Land Bank Corporation (the "Land Bank"). Abdurrah Molla, the immediate former owner of record at the time the County foreclosed on this property, indicated that he is committed to paying the full amount of taxes, interest, penalties and closing costs necessary to reacquire this property. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

20. Authorizing the Refund of Real Property Taxed in the City of Albany: The Legislature received 1 application from the Director of the Real Property Tax Service Agency for refunds of real property taxes. The application has been investigated by the Director who recommends that the Tax Rolls involved be corrected, and refunds be made due to unlawful entries made pursuant to RPTL
§556. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully Submitted,
THE AUDIT AND FINANCE COMMITTEE

WANDA WILLINGHAM, Chairperson
WILLIAM CLAY
CHRISTOPHER HIGGINS
RAYMOND F. JOYCE
JOSEPH O’BRIEN

CHARLES DAWSON, JR.
PAUL BURGDORF
RICHARD MENDICK
MARK E. GRIMM
RESOLUTION NO. 280

AUTHORIZING ALBANY COUNTY'S PARTICIPATION IN THE SALES TAX FREE WEEK FOR 2018 ON ITEMS OF CLOTHING AND SHOES COSTING LESS THAN $110

Introduced: 6/11/18

By Messrs. Frainier, Feeney, A. Joyce, Mauriello, Beston, Bullock, Ms. Cunningham, Messrs. Domalewicz, Higgins, R. Joyce, Ms. Lekakis, Mr. Mayo, Ms. McKnight, Mr. O'Brien, Ms. Plotsky, Mr. Ward, Ms. Willingham, Messrs. Burgdorf, Crouse, Drake, Grimm and Ms. Lockart:

WHEREAS, Pursuant to New York State Tax Law Section 1115(a)(30) individual items of clothing and footwear costing less than $110 are exempted from the state’s 4% sales tax, and

WHEREAS, The [action by the State Legislature cancels the State’s 4½ percent sales tax on these items for the week-long period and gives] Counties have the opportunity to decide whether to participate, and

WHEREAS, The Albany County Legislature wants to provide Albany County residents with the benefit of this State legislation and desire to enhance the State’s sales tax-free exemption by providing Albany County residents with an exemption from the 4 percent local sales tax on individual items of clothing and footwear costing less than $110 for [this important back-to-school] shopping period commencing September 1, 2018 and ending September 3, 2018 [set forth by the State of New York for 2018], now, therefore be it

RESOLVED, That the Albany County Legislature authorizes the County’s participation in the sales tax-free period commencing September 1, 2018 and ending September 2, 2018 [week that the State of New York adopts] for the year 2018, and, be it further

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

Referred to Audit and Finance Committee – 6/11/18
LOCAL LAW NO. "R" FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK PROHIBITING ALBANY COUNTY GOVERNMENT FROM ASSISTING IN THE INVESTIGATION OF CITIZENSHIP OR IMMIGRATION STATUS OF ANY PERSON

Introduced: 7/9/18
By Messrs. Fein, Simpson and Bullock:

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

Section 1. Title

This local law shall be known as the “Welcoming Albany County Act”

Section 2. Legislative Intent

The Legislature finds that Albany County has a diverse population, with residents from many different cultures and backgrounds, including many different races, ethnicities, faiths, and national origins.

The Legislature further finds that the residents of Albany County benefit from the County’s diverse cultural heritage.

The Legislature further finds that it is in the best interest of the residents of Albany County to be a welcoming place for all people of all walks of life with no deference to nationality or citizenship.

Therefore, the purpose of this local law is to ensure that Albany County is a welcoming place for all individuals and that Albany County officials do not investigate individuals’ immigration or citizenship status, do not participate in the enforcement of Federal immigration law, and leave the enforcement of Federal immigration law to Federal officials.

Section 3. Definitions

As used in this local law, the following terms shall have the meanings indicated:

A. “Administrative warrant” means an immigration warrant of arrest, order to detain or release aliens, notice of custody determination, notice to appear, removal order, warrant of removal, or any other document, issued for a civil immigration enforcement purpose and that is not issued or signed by a judge
appointed pursuant to article III of the United States constitution or a federal magistrate judge appointed pursuant to 28 U.S.C. § 631. This definition includes, but is not limited to, administrative warrants entered into the Federal Bureau of Investigation's National Crime Information Center database. This definition does not include any criminal warrants issued upon a judicial determination of probable cause and in compliance with the requirements of the Fourth Amendment to the U.S. Constitution and New York law.

B. “Agency” means every Albany County department, agency, division, commission, council, committee, board, or other body established by authority of a local law, resolution, or executive order, and shall encompass, for the purposes of this local law, all contractors performing work on behalf of the county.

C. “Agent” means any person employed by or acting on behalf of an agency or county contractor.

D. “CBP” means the United States Customs and Border Protection agency and shall include any successor agency charged with the enforcement of federal civil immigration laws.

E. “Certification” means any law enforcement certification or statement required by federal immigration law including, but not limited to, the information required by Section 1184(p) of Title 8 of the United States Code (including current United States Citizenship and Immigration Service Form I-918, Supplement B, or any successor forms) for purposes of obtaining a U visa, or by Section 1184(o) of Title 8 of the United States Code (including current United States Citizenship and Immigration Service Form I-914, Supplement B, or any successor forms) for purposes of obtaining a T visa.

F. “Certifying agency” means Albany County law enforcement agency or other authority that has responsibility for the investigation, prosecution, or sentencing of qualifying criminal activity. “Certifying agency” includes any agency that has criminal investigative jurisdiction in its respective areas of expertise.

G. “Citizenship or immigration status” means an individual's recorded citizenship or immigration status, as such status is defined in the federal immigration and nationality act, at the time an agent or agency receives such information.

H. “Contact information” means home address, work address, telephone number, electronic mail address, social media information, or any other information that can be used as a means of locating or contacting an individual.
I. "Eligible for release from custody" means that the person may be released from custody because one of the following conditions has occurred:

a. All criminal charges against the person have been dropped or dismissed.
b. The person has been acquitted of all criminal charges filed against him or her.
c. The person has served all the time required for his or her jail or prison sentence.
d. The person is ordered to be released from custody pending the disposition of his or her pending criminal case.
e. The person has posted a bond.
f. The person is otherwise eligible for release under state or local law, or local policy.

J. "Family member" means a person's (i) mother, father, spouse, brother or sister (including blood, step or half), son or daughter (including blood, step or half), father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent or grandchild; or (ii) court-appointed legal guardian or a person for whom the person is a court-appointed legal guardian; or (iii) domestic partner or the domestic partner's mother, father, brother, sister (including blood, step, or half), son or daughter (including blood, step or half).

K. "ICE" means the United States Immigration and Customs Enforcement agency and shall include any successor agency charged with the enforcement of federal civil immigration laws.

L. "Immigration detainer" means a request by ICE or CBP to a federal, state, or local law enforcement agency that requests that the law enforcement agency provide notice of release or maintain custody of an individual, including detainers issued pursuant to Sections 1226 or 1357 of Title 8 of the United States Code or 287.7 or 236.1 of Title 8 of the Code of Federal Regulations. These detainers include DHS Form I-247-A "Immigration Detainer – Notice of Action"; DHS Form I-247D "Immigration Detainer – Request for Voluntary Action"; DHS I-247X "Request for Voluntary Transfer"; DHS Form I-247N "Request for Voluntary Notification of Release," or any successor forms.

M. "Immigration enforcement operation" means any operation that is primarily for the purpose of identifying or apprehending a person or persons: 1) in order to subject them to civil immigration detention, removal or deportation proceedings, and/or removal or deportation from the United States; or 2) to criminally prosecute a person or persons for offenses related to immigration status, including but not limited to violations of Sections 1253, 1304, 1306(a) and (b), 1325, or 1326 of Title 8 of the United States Code, or violations of Sections 1028A or 1546 of Title 18 of the United States Code.
N. "Judicial warrant" means a warrant based on probable cause and issued by a judge appointed pursuant to article III of the United States constitution or a federal magistrate judge appointed pursuant to 28 USC 631, that authorizes federal immigration authorities to take into custody the person who is the subject of such warrant. This does not include warrants or orders issued by employees of the Department of Homeland Security, the Department of Justice, or the Executive Office for Immigration Review.

O. "Qualifying criminal activity" means any activity involving one or more of the following or any similar activity in violation of federal, state, or local criminal law: rape; torture; trafficking; incest; domestic violence; sexual assault; abusive sexual contact; prostitution; sexual exploitation; female genital mutilation; being held hostage; peonage; involuntary servitude; slave trade; kidnapping; abduction; unlawful criminal restraint; false imprisonment; blackmail; extortion; manslaughter; murder; felonious assault; witness tampering; obstruction of justice; perjury; fraud in foreign labor contracting (as defined in Section 1351 of Title 18 of the United States Code); or attempt, conspiracy, or solicitation to commit any of the above-mentioned crimes. This list of qualifying criminal activity is not a list of specific statutory violations, but instead a list of general categories of criminal activity. Activity not listed in the first sentence of this definition shall be presumed to be qualifying criminal activity when its nature and elements are substantially similar to any qualifying criminal activity listed herein. Qualifying criminal activity that occurs during the commission of non-qualifying criminal activity shall be considered qualifying criminal activity regardless of whether criminal prosecution was sought for the qualifying criminal activity.

P. "Victim of qualifying criminal activity" means any individual who has reported qualifying criminal activity to a law enforcement agency or certifying agency, or has otherwise participated in the detection, investigation, or prosecution of qualifying criminal activity, who has suffered direct or proximate harm as a result of the commission of any qualifying criminal activity and may include, but is not limited to, an indirect victim, regardless of the direct victim's immigration or citizenship status, including the spouse, children under 21 years of age, and, if the direct victim is under 21 years of age, deceased, incompetent or incapacitated, parents and unmarried siblings under 18 years of age of the direct victim. A bystander victim may also be considered as a "victim of qualifying criminal activity." More than one victim may be identified and provided with certification depending upon the circumstances. For purposes of this definition, the term "incapacitated" means unable to interact with law enforcement agency or certifying agency personnel as a result of a cognitive impairment or other physical limitation, or because of physical restraint or disappearance.

Section 4. Requesting information prohibited
No agent or agency shall request information about or otherwise investigate or assist in the investigation of the citizenship or immigration status of any person, except as may be required under Section 10 of this local law, unless such inquiry or investigation is required by court order. Notwithstanding this provision, the Albany County attorney may investigate and inquire about citizenship or immigration status when relevant to potential or actual litigation or an administrative proceeding in which the county is or may be a party.

Section 5. Conditioning benefits, services, or opportunities on immigration status prohibited

A. No agent or agency shall condition the provision of Albany County benefits, services, or opportunities on matters related to citizenship or immigration status unless required to do so by state or federal law, or court order.

B. Where presentation of a driver’s license or identification card issued by New York State or any U.S. state or U.S. territory is accepted as adequate evidence of identity, presentation of a photo identity document issued by another country, such as a driver’s license, passport, or consular identification document or presentation of a photo identity issued by a school, college, or employer located in the United States, shall be accepted and shall not subject the person to a higher level of scrutiny or different treatment than if the person had provided a driver’s license or identification card issued by New York State or any U.S. state or U.S. territory except that this subsection (b) shall not apply to the completion of the federally mandated I-9 forms.

C. In order to ensure that eligible persons are not deterred from seeking Albany County benefits, services, or opportunities, all agencies shall review their confidentiality policies and identify any changes necessary to ensure that information collected from individuals is limited to that necessary to perform agency duties and is not used or disclosed for any other purpose, except as may be required under Section 10 of this local law. Any necessary changes to those policies shall be made within 60 days of the adoption of this local law, consistent with agency procedures.

D. All applications, questionnaires, and interview forms used in relation to Albany County benefits, opportunities, or services shall be promptly reviewed by the pertinent agencies and any questions regarding citizenship or immigration status, other than those required by statute, federal law, or court order, shall be deleted within 60 days of the adoption of this local law.

Section 6. Immigration enforcement actions and Federal responsibility
A. No agency or agent shall stop, arrest, detain, or continue to detain a person after that person becomes eligible for release from custody or is free to leave an encounter with an agency or agent, based on any of the following:

a. an immigration detainer;
b. an administrative warrant; or
c. any other basis that is based solely on the belief that the person is not present legally in the United States, or that the person has committed a civil immigration violation.

B. No agency or agent shall accept requests by ICE, CBP, or other agencies to support or assist in any capacity with immigration enforcement operations, including but not limited to requests to (1) provide information (including custody status, release date, home address, or work address) regarding persons who may be the subject of immigration enforcement operations except as may be required under Section 10 of this local law, (2) investigate or interrogate such persons, (3) establish traffic perimeters, or (4) otherwise be present to assist or support an operation. In the event an agent receives a request to support or assist in an immigration enforcement operation, he or she shall report the request to his or her supervisor, who shall decline the request, except as may be required under Section 10 of this local law, and document the declination in an interoffice memorandum to the agency director through the chain of command.

C. No agency or agent shall enter into an agreement under Section 1357(g) of Title 8 of the United States Code or any other federal law that authorizes or permits state or local governmental entities to enforce federal civil immigration laws.

D. Unless presented with a valid and properly issued judicial warrant, no agency or agent shall:

a. stop, arrest, detain, or continue to detain a person after that person becomes eligible for release from custody or is free to leave an encounter with an agency or agent;
b. permit ICE or CBP agents access to a person being detained by, or in the custody of, the agency or agent;
c. transfer any person into ICE or CBP custody;
d. permit ICE or CBP agents use of agency facilities, information (except as may be required under Section 10 of this local law), or equipment, including any agency electronic databases, for investigative interviews or other investigative purpose or for purposes of executing an immigration enforcement operation; or
  e. expend time to respond to ICE or CBP inquiries or communicate with ICE or CBP regarding a person’s custody status, release date, home address, work address, or other information, except as may be required under Section 10 of this local law.
Section 7. Certifications for victims of qualifying criminal activity

A. A certifying agency shall execute any certification requested by any victim of qualifying criminal activity or representative of the victim including, but not limited to, the victim’s attorney, accredited representative, or domestic violence service provider, within 45 days of receiving the request. If the victim seeking certification is in federal immigration removal proceedings, the certifying agency shall execute the certification within 14 days of receiving the request. If the victim or the victim's children would lose any benefits under Sections 1184(p) and 1184(o) of Title 8 of the United States Code by virtue of having reached the age of 21 years within 90 days after the certifying agency receives the certification request, the certifying agency shall execute the certification no later than 14 days before the date on which the victim or child would reach the age of 21 years. Requests for expedited certification must be affirmatively raised by the victim.

B. If a certifying agency denies a request for certification, the agency shall notify the applicant in writing of the basis for the denial and the process for appealing the denial to the agency head. Within 90 days of receiving an applicant’s letter appealing a denial, the certifying agency head shall notify the applicant in writing that the appeal is rejected and the initial denial is upheld or that the appeal is granted and the certifying agency will issue a certification.

C. The head of each certifying agency shall perform, or designate an agent with a supervisory role within the agency to perform, the following responsibilities:

a. respond to requests for certifications;
   b. provide outreach to victims of qualifying criminal activity to inform them of the agency’s certification process; and
   c. keep written records of all certification requests and responses.

D. All certifying agencies shall implement a language-access protocol for non-English speaking victims of qualifying criminal activity.

E. A certifying agency shall reissue any certification within 45 days of receiving a request from the victim of qualifying criminal activity or representative of the victim including, but not limited to, the victim’s attorney, accredited representative, or domestic violence service provider.

F. There is no requirement that there be a current investigation, the filing of charges, a prosecution, or a conviction in order for a certifying agency to provide a certification, and there is no statute of limitations on providing a certification.
G. A certifying agency shall not refuse to provide certifications to applicants with criminal histories or outstanding warrants.

H. Notwithstanding any other provision of this section, a certifying agency’s completion of a certification shall not be considered conclusive evidence that the victim has met eligibility requirements for a U or T visa, and completion of a certification by a certifying agency shall not be construed to guarantee that a victim will receive federal immigration relief. It is the exclusive responsibility of federal immigration officials to determine whether a victim of qualifying criminal activity is eligible for a U or T visa. Completion of a certification by a certifying agency merely verifies factual information relevant to the immigration benefit sought including information relevant for federal immigration officials to determine eligibility for a U or T visa. By completing a certification, the certifying agency attests that the information is true and correct to the best of the certifying official’s knowledge. If after completion of a certification, the victim unreasonably refuses to assist in the investigation or prosecution of the qualifying criminal activity of which he or she is a victim, then the certifying agency may notify the United States Citizenship and Immigration Services in writing.

Section 8. Federal registry programs

No agency or agent shall expend any time, facilities, equipment, information, or other resources of the agency or agent to facilitate the creation, publication, or maintenance of any federal program to register individuals present in the United States based on their race, religion, gender, sexual orientation, gender identity or expression, or national or ethnic origin, or the participation of any residents of the Albany County in such a registry.

Section 9. Commitments

A. The county commits to working with community advocates, policy experts, and legal advocates to defend the human rights of immigrants.

B. The Albany County Sheriff’s Department will continue to respond to requests from immigrant communities to defend them against all crimes, including hate crimes, to assist people with limited language proficiency, and to connect immigrants with social services.

C. The county recognizes the arrest of an individual increases that individual’s risk of deportation even in cases where the individual is found to be not guilty, creating a disproportionate impact from law enforcement operations. Therefore, for all individuals, the Albany County Sheriff’s Department will recognize and consider the extreme potential negative consequences of an arrest in exercising its discretion regarding whether to take such an action, and will arrest
an individual only after determining that less severe alternatives are unavailable or would be inadequate to effect a satisfactory resolution.

Section 10. Information regarding citizenship or immigration status

Nothing in this local law prohibits any Albany County agency from sending to, or receiving from, any local, state, federal agency, information regarding an individual's citizenship or immigration status.

Section 11. Severability

If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be inconsistent with any federal or state statute, law, regulation or rule then the federal or state statute, law, regulation, or rule shall prevail. If any clause, sentence, paragraph, section, subdivision, or other part of this local law or its application shall be adjudged by a court of competent jurisdiction to be invalid or unconstitutional; such order or judgment shall not affect, impair, or invalidate the remainder of the local law which shall remain in full force and effect except as limited by such order or judgment.

Section 12. Effective Date and Applicability

This local law shall be effective immediately upon filing in the Office of the Secretary of State.

Referred to Law, Public Safety and Audit and Finance Committees – 7/9/18
RESOLUTION NO. 376

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. "R" FOR 2018

Introduced: 8/13/18
By: Messrs. Fein and Simpson

RESOLVED, By the County Legislature of the County of Albany that a public hearing on proposed Local Law No. "R" for 2018, "A Local Law of the County of Albany, New York Prohibiting Albany County Government from Assisting in the Investigation of Citizenship or Immigration Status of Any Person," be held by the County Legislature in the Legislative Chamber, Albany County Courthouse, Albany, New York at 7:15 p.m. on Tuesday, August 28, 2018, and the Clerk of the County Legislature is directed to cause notice of such hearing to be published containing the necessary information in accordance with the applicable provisions of law.

_Referred to Law, Audit and Finance and Public Safety Committees – 8/13/18_
July 3, 2019

Honorable Andrew Joyce  
Chair, Albany County Legislature  
112 State St., Rm. 710  
Albany, NY 12207

Dear Chairman Joyce:

Legislative authorization is requested to convey 89 Third Street in the City of Albany a tax foreclosed property to the Underground Railroad History Project of the Capital Region, Inc. This conveyance is in accordance with Resolution No.29 of 2019 which states “Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose “.

If you have any questions regarding this request I can make myself available at your earliest convenience. Thank you for your consideration

Sincerely Yours,

Shawn A. Thelen

cc:  
Hon. Dennis Feeney, Majority Leader  
Hon. Frank Mauriello, Minority Leader  
Majority Counsel  
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to convey 89 Third Street located in the City of Albany to the Underground Railroad History Project of the Capital Region, Inc.

Date: July 3, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7070
Department Rep.: Anthony DiLella
Attending Meeting: David Reilly/Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

Contract Terms/Conditions:

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

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

Amount/Raise Schedule/Fee:
   Click or tap here to enter text.
Scope of Services:
   Click or tap here to enter text.
Bond Res. No.:
   Click or tap here to enter text.
Date of Adoption:
   Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:
   Yes ☐ No ☐
If Mandated Cite Authority:
   Click or tap here to enter text.
Is there a Fiscal Impact:
   Yes ☐ No ☐
Anticipated in Current Budget:
   Yes ☐ No ☐
**County Budget Accounts:**
- Revenue Account and Line: Click or tap here to enter text.
- Revenue Amount: Click or tap here to enter text.
- Appropriation Account and Line: Click or tap here to enter text.
- Appropriation Amount: Click or tap here to enter text.

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

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

**Impact on Pending Litigation**
- Yes ☐ No ☐

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

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

**Justification:** (state briefly why legislative action is requested)
Authorization is requested to convey a tax foreclosed property, 89 Third Street in the City of Albany to the Underground Railroad History Project of the Capital Region, Inc., 184 Livingston Avenue, Albany NY, 12210 for $1.00. The URHP who has worked with Albany County in the preservation of several properties located in the City of Albany’s Arbor Hill, is requesting 89 Third Street (Tax Map No. 65.74-2-7) to turn this property into off-street parking for visitors to access their main location of 184 Livingston Avenue. This conveyance is in accordance with Resolution No. 29 of 2019 which states “Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose.”
Daniel McCoy  
Albany County Executive  
112 State Street - Room 1200  
Albany, New York 12207

Dear County Executive McCoy,

It has come to the attention of Underground Railroad History Project of the Capital Region that the property located at 89 Third Street will soon come into possession of Albany County. This letter is being written to express the interest of Underground Railroad History Project in taking ownership of 89 Third Street as soon as possible.

Albany County has made available over the past 20 years various properties in Arbor Hill that include the award winning Stephen and Harriet Myers Residence located at 194 Livingston Avenue, as well as vacant lots at 190, 188 Rear, 186, and 184 Livingston Avenue as well as 99 and 97 Third Street. All of these lots have been reclaimed from the ravages of overgrown weeds and debris, and brought back to life to create a park-like setting for the community. These properties are now called The Stephen and Harriet Myers Residence Campus and are used by community members as well as for programs conducted by Underground Railroad History Project. All of this effort has brought new life and pride of place back to the community.

The desire of Underground Railroad History Project (URHP) to own 89 Third Street is related to the need for URHP to maintain off-street parking for visiting guests and program attendees in an effort to reduce the impact of on-street visitor and attendee parking on our neighbors who also need to park on the street. Off-street parking has been part of the URHP vision since 2005.

Currently URHP owns 184 Livingston Avenue with the purpose of turning this lot into off-street parking. However, for the safety of residents and visitors it would be advantageous for vehicles to enter URHP off-street parking from 184 Livingston Avenue and exit via 89 Third Street. The 184 lot is narrow and, as is well know, Livingston Avenue, as an older street is quite narrow with parking allowed on both sides. Additionally, it is a busy thoroughfare for vehicles and pedestrians.

Underground Railroad History Project commits to maintaining 89 Third Street so that it is an asset to the neighborhood, as it has done with all other properties it owns.

It is hoped that you will look favorably upon this request. Please let me know if there is need of any other information regarding this request.

Sincerely,

Mary Elizabeth and Paul Stewart  
Co-founders
July 1, 2019

David Galin
Deputy Chief of Staff
Office of the Mayor
City of Albany
24 Eagle Street
Albany, NY 12207

Mr. Galin,

Pursuant to the Albany County Property Disposition Plan, I am contacting you to make you aware initiating legislative authorization to dispense of the property located at 89 Third Street within the City of Albany. Provided the request gains passage in the County Legislature, we will convey tax map parcel 65.74-2-7 to the Underground Railroad History Project of the Capital Region.

We view this transaction as beneficial to both County and City residents since it will provide a tax delinquent property to a valuable historical and cultural organization with a positive history of maintaining formerly delinquent property. Please let us know if you know of any potential issues that might arise with such a transfer or if the City of Albany has any objection.

Best,

Mike McLaughlin
Director of Policy and Research
**COUNTY OF ALBANY**  
Real Estate Tax Statement

**PARCEL:** 06507400020070000000

**LOCATION:** 89 THIRD ST

**OWNER:**  
MORLOCK FREDERICK  
3 102ND ST  
TROY NY 12180.

**LEGAL DESCRIPTION:**

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|           |      | ALBANY WAT | 22.98 | 22.98 | .00 | 22.98 |
|           |      | MAILING CH | 1.00 | 1.00 | .00 | 1.00 |
|           |      |            | 483.58 | 483.58 | 193.03 | 676.61 |

| 2015 RE-E | 4652 | 1    | ALBANY SCH | 483.79 | 350.33 | 150.14 | 500.47 |
|           |      | 5% PERCENT | 333.65 | 333.65 | 150.14 | 483.79 |
|           |      |           | 16.68 | 16.68 | .00 | 16.68 |
|           |      |            | 350.33 | 350.33 | 150.14 | 500.47 |

| 2015 RE-1 | 6918 | 1    | ALBANY PRO | 483.83 | 483.83 | 248.31 | 732.14 |
|           |      | 5 PERCENT | 216.86 | 216.86 | 117.10 | 333.96 |
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|           |      |            | 483.83 | 483.83 | 248.31 | 732.14 |

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**PARTIAL PAYMENTS ARE NOT ACCEPTED WITHOUT AN INSTALLMENT AGREEMENT.**

**IF ANY PARCEL REMAINS SUBJECT TO ONE OR MORE DELINQUENT TAX LIENS, **

**THE PAYMENT YOU HAVE MADE WILL NOT POSTPONE THE ENFORCEMENT OF THE OUTSTANDING LIEN OR LIENS. CONTINUED FAILURE TO PAY THE ENTIRE AMOUNT OWED WILL RESULT IN THE LOSS OF THE PROPERTY(IES).**

**PAYMENT MADE TO:**

**ALBANY COUNTY DIVISION OF FINANCE**

112 STATE ST. ROOM 1340
ALBANY, NY 12207

TEL: 447-7082

**$35.00 WILL BE CHARGED FOR ANY RETURNED CHECK**

**INTEREST WILL INCREASE ON THE 1ST OF THE MONTH**
RESOLUTION NO. 356

RESCINDING RESOLUTION NO. 217 FOR 2019

Introduced: 8/12/19
By: Messrs. Mauriello, Burgdorf, Drake, Mendick, Grimm and Ms. McLean Lane

WHEREAS, Resolution 217 for 2019 was passed without its required Fiscal Impact Statement in contradiction to Rule 10 of our Legislative Rules of Order, and

WHEREAS, In addition to the numerous unanswered fiscal and actuarial implications rendered by Resolution 217 for 2019, additional legal and drafting ambiguities exist in the legislation, and

WHEREAS, The County Attorney states in a July 19th memorandum to the legislature that “The Resolution as written improperly indicates that the health insurance retirement benefit set forth in the Rules and Regulations applies to non-union employees only”, and

WHEREAS, The County Attorney also stated in said memorandum that “The Resolution as written reduces the years of service required for health insurance benefits in retirement, but is not specifically limited to active employees”, and

WHEREAS, The County Executive took no action allowing the Resolution to take effect in accordance to our Charter, and

WHEREAS, The citizens and employees of Albany County are ill-served by a policy that neither knows its own cost nor to whom it may be applied to, now, therefore be it

RESOLVED, That Resolution No. 217 for 2019 is hereby rescinded, and, be it further

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

Referred to Personnel and Audit and Finance Committees – 8/12/19
REQUEST FOR LEGISLATIVE ACTION

DATE: 8/5/19
DEPARTMENT: Department of Audit and Control
Contact Person: Mike Conners
Telephone: 447-7130
Dept. Representative Attending
Committee Meeting: Mike Conners

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

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

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

Contract Terms/Conditions:
Party (Name/Address):
___Capital Market Advisors
___11 Grace Avenue, Suite 308, Great Neck, NY 11022

Amount Rate Schedule/Fee:
___sec attached
Scope of Services: ___Financial Advisory Services

Contract Funding:
Anticipated in Current Budget: Yes ___X___ No ___
Funding Source: ________________________________
County Budget Accounts
Revenue: ________________________________
Appropriation: ________________________________
Bond (Res. No. & Date of Adoption) ________________________________

CONCERNING ALL REQUESTS:
Mandated Program Service: Yes ___X___ No ___
If Mandated Cite: Authority ________________________________
Anticipated in Current Adopted Budget: Yes ___X___ No ___
If yes, indicate Revenue/Appropriation Accounts: ________________________________

Fiscal Impact - Funding: (Dollars or Percentages)
Federal ________________________________
State ________________________________
County ________________________________
Term/Length of Funding ________________________________

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

Justification: (State briefly why legislative action is requested)
___This service is required advise and assist the County on all financial issues such as bonds, bans, rans, etc. ________________________________

Back-up Material Submitted: Proposal for RFP 2019-073 and letter to Purchasing selecting the Vendor to contract with, and the letter from Purchasing in agreement with our decision.

Submitted By: Edward L. Dott ________________________________
Title: Executive Deputy Comptroller ________________________________
TO:          Karen Storm, Purchasing Agent  
FROM:        Edward L. Dott, Executive Deputy Comptroller  
DATE:        August 5, 2019  
SUBJECT:     Financial Advisory Services  

The County Comptroller’s Office has reviewed the bid response of one institution that was interested in providing financial advisory services to Albany County. The recommendation for RFP # 2019-073 is that the County select Capital Market Advisors LLC. as its provider of Financial Advisory Services.  

The proposal calls for a three-year contract, starting January 1, 2020 with two additional one year terms at the County’s discretion.  

Thank you for your consideration in this matter.
MEMORANDUM

TO: Edward L. Dott, Executive Deputy Comptroller
    Comptroller’s Office

FROM: Karen Storm
       Purchasing Agent

DATE: August 5, 2019

RE: RFP#2019-073 Financial Advisory Services

I am in receipt of your recommendation to award the aforementioned Proposals to Capital Market Advisors LLC.

I believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of Capital Market Advisors LLC for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposer.
COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY COMPTROLLER’S OFFICE

RFP # 2019-073

FINANCIAL ADVISORY SERVICES

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207
NOTICE TO PROPOSERS – ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-073

Sealed Proposals for Financial Advisory Services as requested by Albany County Comptroller’s Office will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, June 28, 2019.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com, starting by close of business (4:30 p.m.) on June 6, 2019.

Karen A. Storm
Purchasing Agent

Dated: May 30, 2019
Albany, New York

PUBLISH ONE DAY – June 6, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – June 6, 2019 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
QUALIFICATIONS AND PROPOSED FEES FOR FINANCIAL ADVISORY SERVICES
ALBANY COUNTY COMPTROLLER
RFP#2019-073

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: PURPOSE

1.1 The County of Albany is seeking proposals for QUALIFICATIONS AND PROPOSED FEES FOR FINANCIAL ADVISORY SERVICES as requested by THE ALBANY COUNTY COMPTROLLER.

1.2 Albany County has issued and is considering issuance of bonds for future projects. The County is seeking to employ a financial advisor in connection with the aforementioned projects and further unknown projects which will require long term financing for the period of five years from the date of the award of the contract.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on Friday June 28, 2019, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, New York 12207

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer’s qualifications, understanding of the County’s scope and objectives, methodology, and ability to complete services under the contract.
2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by Albany County Comptroller's Office

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide a brief history of your firm and discuss its experience providing financial advisory services to municipalities in New York State. Please also include a copy of your firm's most recent annual report.

3.2 Provide an organizational chart for your firm. Identify the personnel who would service the County including the role of each individual named. Provide a resume, contact information and the office location for each member of your firm's team who would service the County. Also, list the name of each individual at your firm that holds a Series 50 license to serve as a Municipal Advisor. Please specify the extent of availability and commitment of every person assigned to the project team.

3.3 Name of firm or person(s) submitting proposal, main office address and local office address if any, primary and secondary contacts and their respective telephone numbers (including area codes).

3.4 Provide a breakdown of the number of bond, note and other financing issues for which your firm served as municipal advisor in New York State for each of the last five years. Also provide a breakdown based on par amount of debt issued for the same time period.

3.5 Discuss and explain your firm's experience with the credit rating agencies on behalf of
counties in New York State.

3.6 Discuss your firm’s in-house, quantitative capabilities.

3.7 Provide at least three (3) references from your firm’s current County clients whom we may contact regarding your firm’s services.

3.8 Compliance with the Albany County Affirmative Action Program will be required. With your proposal, please submit a statement indicating the composition of the workforce at your firm.

3.9 Provide any additional information about your firm that you believe would be of interest to the County.

3.10 In addition, the County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County, within five (5) days of request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

The County of Albany is seeking a Financial Advisor to perform advisory services as requested by the County. The successful proposer will enter into a contract with the County to perform the following services:

4.1 Orchestrate the debt issuance process to ensure that it is completed in a timely and cost-effective manner.

4.2 Analyze the conditions surrounding the issuance of County obligations including the status of the County’s credit rating and current conditions affecting the marketability of County bonds and notes; including in this area will be the analysis of all issues relating to any refundings of outstanding general obligation bonds. Evaluate the funding needs of the project and the resources available to the county to repay any debt to be issued. Recommend a financing plan that will result in the most favorable cost of capital to the County.

4.3 Perform, or assist the County in performing, the preliminary structuring of general obligation bond issuance and the final structuring of each offering. Advise and assist the county with regard to obtaining bond issuances.

4.4 Assist the County in the selection of the underwriter(s) by defining and drafting the selection criteria for the Request for Proposals (REP), including each firm’s experience and performance with similar financing, and proposed fees and expenses.
4.5 Evaluate the responses to the RFP, including an independent review of the effective interest cost of each response, and make a recommendation as to the selection of the underwriter(s). Appear before the County Legislature to compare the responses received to other issues currently on the market and recommend the award.

4.6 Serve as liaison between the County and the underwriter(s) to ensure that the interests of the County are well-articulated and observed throughout each financing. Organize finance team meetings, set agendas, establish schedules, and monitor each issue’s progress.

4.7 Assist the County in the preparation of a clear and concise presentation of the financing. Provide the rating analysts with financial rating analysts that compare the County’s credit quality to that of other comparable issuers. Prepare comprehensive debt affordability analyses to demonstrate the ability of the County to afford new debt. Serve as a liaison between the County and the credit rating analysts to answer any questions and to resolve any concerns regarding the County, each project, and each financing.

4.8 Assist the County and its bond counsel in the preparation of offering or official statements or other necessary documents and in the review or writing of position papers or speeches, and assist the underwriter(s) in complying with SEC Rule 15(S) 2-12 regarding adequate initial and continuing disclosure. Attend meetings as needed and cooperate fully with the County’s staff, its bond counsel, and its underwriter(s) in the preparation of any documents and the performance of any other work related to the issuance of bonds on behalf of the County.

4.9 Negotiate the terms [interest rates, re-offering yields, call features, and the compensation of the underwriter(s), etc.] with the underwriter(s) on behalf of the County with the sole objective of obtaining the most efficient financing cost. Prepare a pricing book several days in advance of each sale to provide a basis for making pricing decisions. The pricing book shall contain information on comparable issues in the market and update on recent market trends, including the expected demands of investors interested in the particular offering and recommended initial levels for all financing terms so that the County can make informed decisions during the negotiation process.

4.10 Arrange for the transfer of funds and for the investment of the proceeds, subject to arbitrage restrictions, to ensure that they are available when needed for the project(s) being financed.

4.11 Monitor market reception and re-offering yields, track the unsold balance of the balance of the issue held by underwriter(s) on a periodic basis and compare the terms of the sale to the rates that the County received. Prepare a report for the County that analyzes the sale by market absorption, level of bids compared to other issues on the market, market conditions, and underwriting spreads.

SECTION 5: TERM OF CONTRACT:

RFP4
5.1 The term of the contract will be three (3) years from the date of award; the County reserves the option to renew the contract for two (2) additional one-year terms.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal inclusive of:
Your firm’s proposed compensation including base fee, per bond, per ban and per note fees and hourly fees for projects unrelated to bond and note financing.

6.2 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process. The selection of a Financial Advisor will not be based solely on a monetary evaluation. There will also be an evaluation of the Firm’s understanding of the work required and approach to this project with considerable weight being given to experience in the areas required and the firm’s track record.

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer’s plan to carry out the requested service.
County of Albany
New York

Submitted By:

Richard Tortora
President
Capital Markets Advisors, LLC
11 Grace Avenues, Suite 308
Great Neck, New York 11022
(516) 487-9815
rtortora@capmark.org

June 28, 2019
Ms. Karen A. Storm  
Albany County Purchasing Agent  
County of Albany  
122 State Street, Room 820  
Albany, New York 12207

Dear Ms. Storm:

Capital Markets Advisors, LLC is pleased to respond to RFP 2019-073 for Financial Advisor Services for the County of Albany. CMA has had the privilege to serve as the County’s Financial Advisor for the past 20 years. We are consistently ranked among the top ten financial advisors in the nation by Thomson Reuters both in terms of number of financings and total par amount. Headquartered in New York State with offices in the Hudson Valley, Long Island, Western New York and the Southern Tier, CMA personnel have a “local presence” throughout New York State and are less than a 2-hour drive from the County’s offices.

CMA currently serves as financial advisor to over 420 public jurisdictions in New York including most of the State’s largest counties: Albany, Erie, Monroe, Rockland, Suffolk and Westchester. With a staff of 18 working out of four offices, CMA fully understands the scope of work to be delivered to the County by its financial advisor. CMA is proficient in advising municipalities with the planning and issuance of notes and bonds and has built a strong reputation in the municipal finance community by being both proactive and innovative. We introduced the concept of competitively sold refunding bonds in the State, maximizing refunding opportunities for hundreds of issuers by letting competitive market forces work to the clients’ benefit. We also competitively bid out required escrow accounts to maximize the clients’ savings. When its clients saw their investment yields plummet, CMA developed its highly regarded Matched Investment Program, which allows one municipal government to invest in another’s tax and revenue anticipation notes thereby lowering interest costs for the note issuer while increasing yields for the purchaser. CMA’s Strategic Consulting Group provides its clients with a comprehensive approach to financial fundamentals including the management of governmental operations, efficiency studies, and multi-year plans to ensure effective and efficient future operations and structurally balanced budgets.

As the President and Principal of CMA, I am authorized to legally bind the firm. Maintaining our longstanding relationship with the County of Albany is an important goal of CMA. Our extensive database of County’s debt coupled with our knowledge of County practices and staff make CMA the best choice to serve as the County’s Financial Advisor. We would continue to service the County attentively and professionally and be grateful for the opportunity to do so.

Sincerely yours,

[Signature]

Richard Tortora  
President and Principal
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
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<tbody>
<tr>
<td>Section I</td>
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</table>
SECTION I

Qualifications/Experience

Capital Markets Advisors, LLC ("CMA") is an independent financial advisory firm serving the financing needs of public jurisdictions from offices in the Hudson Valley, Long Island, Western New York and the Southern Tier. CMA's 20-person team assists jurisdictions with the planning and issuance of notes, bonds and lease financing to fund capital projects and cash flow needs. As part of our comprehensive service, we plan and structure debt offerings, prepare disclosure documents, assist in securing credit ratings and credit enhancement, sell new money debt and refund existing debt via competitive and negotiated sales, competitively bid out escrow accounts, provide Continuing Disclosure and generally provide thoughtful and sound advice on a wide variety of financial issues affecting our clients. CMA is ready and able to provide the County of Albany with all of the services listed in its RFP. With our extensive database of the County's debt coupled with our knowledge of County practices and staff, CMA is the best choice to serve as the County's Financial Advisor.

CMA was founded in 2002 as a five-person firm with offices in New York City and Western New York. Over the next 18 years we grew slowly and strategically, adding an office in Southern Tier in 2005 and a fourth office in the Hudson Valley in 2009. In 2015, we merged the practice of New York Municipal Advisors ("NYMAC") into CMA bringing 5 additional staff members and 75 clients. Our most recent addition came on February 1, 2019 when Rick McCarthy, founder of Environmental Capital, LLC, merged his practice and 2-dozen clients into CMA. The professional staff at CMA has experience in virtually every area in which governments plan and conduct financings. The CMA team has built a solid reputation by representing our clients with the attentive, professional service that they require to meet all of their financing needs. Collectively, our staff offers over 400 years of experience serving the needs of public jurisdictions. Our team approach to an engagement assures our clients that they will receive the benefit of not just a single advisor but a team of well-trained and seasoned public finance professionals.

CMA is consistently ranked as one of the most active municipal advisors in New York State and the nation. For 2018, CMA ranked 16th in the nation by Thomson Reuters in terms of number of competitive issues sold and for the last 5 years ranked in the top three in New York State in terms of par amount and number of issues sold. Over the past three years, members of the CMA team have assisted school districts, towns, cities, villages, counties and authorities in issuing 1,016 bond, note and lease financings with a total par amount in excess of $15.3 billion.

CMA is an innovator that assists its clients in ways outside the traditional financial advisory framework. CMA has brought many firsts to the municipal market place including: competitive refundings, wired funds as good-faith deposit, and matched investments to maximize investment yields. In 2016, CMA launched its Strategic Consulting Group in order to provide clients with a comprehensive approach to financial fundamentals including the management of governmental operations to ensure effective and efficient future operations and structurally balanced budgets. Our roster of clients and the growing complexity of the financings undertaken on their behalf is a good measurement of the success of our efforts. CMA places a premium on senior level service, a commodity prized by our client
## Capital Markets Advisors, LLC
### Independent Financial Advisors
### Organizational Chart
### As of 6.25.19

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Location</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Tortora</td>
<td>President and Principal</td>
<td>Long Island and the Hudson Valley</td>
<td>516-487-9815</td>
</tr>
<tr>
<td>Janet Morley</td>
<td>Vice President</td>
<td>Hopewell Junction</td>
<td>516-570-0340</td>
</tr>
<tr>
<td>Alex Kerr</td>
<td>Vice President</td>
<td>Great Neck</td>
<td>516-274-4501</td>
</tr>
<tr>
<td>Margaret Guarino</td>
<td>Managing Director</td>
<td>Great Neck</td>
<td>516-274-4504</td>
</tr>
<tr>
<td>Anthony Nash</td>
<td>Vice President</td>
<td>Great Neck</td>
<td>516-487-9817</td>
</tr>
<tr>
<td>Clifton Johnson</td>
<td>Associate</td>
<td>Hopewell Junction</td>
<td>845-227-8678</td>
</tr>
<tr>
<td>Alex LoCascio</td>
<td>Analyst</td>
<td>Great Neck</td>
<td>516-274-4502</td>
</tr>
<tr>
<td>Tom Vouzakis</td>
<td>Asst. Vice President</td>
<td>Great Neck</td>
<td>516-487-9818</td>
</tr>
<tr>
<td>Evan Tortora</td>
<td>Analyst</td>
<td>Hopewell Junction</td>
<td>516-274-4509</td>
</tr>
<tr>
<td>Eileen Duggan</td>
<td>Administrator</td>
<td>Great Neck</td>
<td>516-274-4507</td>
</tr>
<tr>
<td>Jennifer Misiano</td>
<td>Administrator</td>
<td>Hopewell Junction</td>
<td>516-384-6363</td>
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<tr>
<td>Rick Ganci</td>
<td>Executive Vice President and Principal</td>
<td>Western New York and the Southern Tier</td>
<td>716-662-3910</td>
</tr>
<tr>
<td>Madeline Reid</td>
<td>Associate</td>
<td>Orchard Park</td>
<td>716-662-3910</td>
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<tr>
<td>Roy McMaster</td>
<td>Vice President</td>
<td>Elmira</td>
<td>607-734-4308</td>
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<tr>
<td>Linda Lorentz</td>
<td>Analyst</td>
<td>Orchard Park</td>
<td>716-662-3910</td>
</tr>
</tbody>
</table>

**Resumes**

Following are resumes for the CMA personnel who will be assigned to work with Albany County. Each of them have worked with the County in the past are, committed to the County’s future success and available immediately to continue their work with the County. The County’s CMA team will be supported by additional administrative and analytical CMA staff members.

**Richard Tortora, Esq. - President and Principal – Day-to-day contact**

Richard manages the firm’s Long Island office and is President and founding partner of CMA. He is responsible for providing financial advisory services to most of the firm’s largest and most sophisticated clients. Over the course of his 33-year career in public finance, he has been involved in financings totaling over $50 billion. He has worked with numerous large public jurisdictions, including the counties of Albany, Monroe, Nassau, Rockland, Suffolk and Westchester. As a former bond attorney with the law firm of Hawkins, Delafield & Wood, he has expertise in the New York State Local Finance Law, the General
Municipal Law and other laws pertaining to municipalities and school districts. Prior to co-founding CMA, he managed the northeast practice of Evensen Dodge, Inc., an independent financial advisory firm, for 9 years and prior to that he managed The Bank of New York’s financial advisory practice for 5 years. He has worked with Albany County for over 20 years and been in public finance for 35 years.

Richard routinely speaks at industry conferences on a variety of public finance topics. He presented to the New York State Association of Certified Public Accountants on “Municipal Credit Ratings and Their Impact on the Cost of Capital.” In the past, he has addressed members of the public finance community on topics including “The Use of Owner Controlled Insurance Programs to Reduce Project Costs,” “Roles and Responsibilities of Players in a Financing,” “Identifying and Executing Refundings,” and “Debt Management.” He taught “Bonds 101” at the State’s Fall Finance School for newly elected government officials and at the Municipal Bond Club of New York for many years.

Richard holds a law degree from St. John’s University School of Law and a B.A. degree from Fordham University in Political Science/Public Administration. He is a former Board member of the NYS Government Finance Officers Association (GFOA). Richard has been licensed by the Municipal Securities Rulemaking Board and the U.S. Securities and Exchange Commission as a Series 50 Municipal Advisor. He manages the firm’s Great Neck office at 11 Grace Avenue, Suite 308, Great Neck, New York 11021 and can be reached at 516-487-9815 and rtortora@capmark.org.

Janet Morley - Vice President – Credit Expertise – Day-to-day contact

Janet is CMA’s lead professional in providing credit rating services to our clients. Her duties at CMA include preparing credit rating presentations, analyzing data, conducting comparative analysis of comparable credits within an established peer group and preparing clients for their ratings presentations. In addition, Janet also leads the firm’s efforts with respect to equipment leasing for our clients, preparing RFP’s for lease bids, and shepherding lease financings from provider selection through documentation and closing. Prior to joining CMA, she was one of only a small handful of credit experts consulting to Warren Buffet’s Berkshire Hathaway Assurance Corp. Prior to working with that firm, she was an executive with MBIA, then the nation’s leading municipal bond insurer, where she specialized in distressed credits and workouts. Prior to joining MBIA, Janet was a public finance banker at Fuji Bank.

Janet is an active member of the Northeast Chapter of Women in Public Finance, NFMA, NYS GFOA and MAGNY. CMA clients she has worked with include the cities of Glen Cove and New Rochelle, Suffolk and Albany counties, and the town of Hingham, MA. Janet is also a member of the Town of North Castle’s Budget and Finance Advisory Committee. She has worked with Albany County for over five years and has been in public finance for over 25 years.

Janet received her BS degree in Economics from Lehigh University from which she graduated magna cum laude. She lives in Westchester and works out of CMA’s Great Neck headquarters and can be reached at 516-570-0340 and jmorley@capmark.org. Janet is a Series 50 Municipal Advisor.

Anthony Nash - Vice President – Quantitative Support – Secondary Day-to-day support

Anthony specializes in providing quantitative analysis to the firm’s clients including structuring of new money and refunding bonds and analyzing outstanding debt issues for escrow restructuring opportunities. He serves as the firm’s lead in conducting competitively sold advance refundings of general obligation and revenue bonds; a first in New York State. He is also involved in debt modeling and the production and analysis of amortization schedules and cash flow statements.
Over the past ten years at CMA, Anthony has been the lead advisor on over 200 refunding bond issues. Among the clients he has worked with are the counties of Albany, Monroe, Rockland and Suffolk and cities of Long Beach, Yonkers and White Plains Anthony has a bachelor’s degree in Financial Economics from SUNY Binghamton. He has worked with Albany County for over 10 years and been in public finance for over 12 years. He is a native of Rome, New York and currently resides in Nassau County. Anthony is a licensed Series 50 Municipal Advisor. He works in the firm’s Great Neck office and can be reached at 516-487-9817 and anash@capmark.org

Tom Vouzakis – Assistant Vice President – Transaction support

Tom prepares amortization schedules, financial modeling and cash flow analysis and assists in the preparation of Official Statements. He has worked with clients on a variety of projects including the planning and issuance of new money bond and note issues, advance refunding bonds and cash flow financings. Tom also serves on the firm’s Strategic Consulting team for the US Virgin Islands. He joined CMA in 2014 after interning at the firm for three summers.

Tom completed his undergraduate work at NYU’s Stern School of Business received a B.S. in Finance. He works out of CMA’s Great Neck office and is a licensed Series 50 Municipal Advisor and has been in public finance for over 8 years.

Alex LoCascio – Analyst – Analytical Support

Alex provides analytical and documentary support to CMA’s clients. He prepares Official Statements, conducts bond and note sales and closings, performs cash flow analysis and works on the firm’s monthly newsletter. His client assignments have included the city of Glen Cove, towns of Babylon, North Hempstead and Mamaroneck, Village of Garden City and the counties of Franklin and Columbia. He has been licensed by the MSRB as a Series 50 Municipal Advisor Representative.

Alex has a B.A. in Economics from NYU’s College of Arts and Sciences and a minor in Business Studies from NYU’s Stern School Business. He joined the firm as an analyst in September 2017. He resides in Manhattan and works out of the firm’s headquarters in Great Neck. He can be reached at 516-274-4502 and alocascio@capmark.org. Alex is a licensed Series 50 Municipal Advisor.
In the past five years CMA has been one of the two most active financial advisors in New York State.

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<th>Number of Transactions</th>
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CMA represents most of the largest counties in New York State.

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<tr>
<th>County</th>
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<tbody>
<tr>
<td>1 Suffolk</td>
<td>1,497,595</td>
<td>CMA</td>
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<tr>
<td>2 Nassau</td>
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<td>PFM</td>
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<td>Nassau Interim Finance Authority</td>
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<td>3 Westchester</td>
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<td>10 Dutchess</td>
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Experience with Credit Rating Agencies

CMA maintains close and frequent ties with each of the three major rating agencies: Moody’s Investors Service, Inc., S & P Global and Fitch Ratings, Inc. Over the past 3 years alone, the CMA team acted as advisor for over 1,000 bond and note issues and secured credit ratings for most of the bond issues and many of the note issues. This large volume of financings gives us the necessary insight to help our clients present the best and most complete information for the agencies’ consideration and gives the CMA team a familiarity
with the rating agencies, their relative perspective, and their personnel. We are able to anticipate rating agency questions and concerns and we can prepare our clients to address those issues, if and when they arise.

The CMA approach with the rating agencies is simple: straightforward and proactive. We encourage clients to initiate a dialogue with the rating agencies, outside of a bond or note sale process. CMA makes certain that the rating agencies are aware of new developments as they arise. We provide financial updates on a regular basis and have hosted rating presentations in our offices as well as at client locations, as necessary. We believe strongly in the use of rating agency presentation booklets to present statistical information—including economic and demographic data—to illustrate trends in financial performance, debt levels, and assessed valuations, among others. We often host rating presentations at our Great Neck headquarters as well as at the clients’ office when we believe a site visit may be helpful to secure the highest rating.

CMA has had great success with the credit rating agencies over the past two years. During that time, we have assisted the following jurisdictions get upgraded to the Aaa level, the highest available rating category: towns of Babylon, East Hampton, Islip and North Hempstead, Hewlett-Woodmere Schools and, most recently, Garden City Schools. In fact, CMA represents most of the approximately two dozen, triple-A rated jurisdictions in New York State.

As further evidence of our strong relationship with Moody’s Investors Service, we note that twice in 2016 and again in 2018, CMA President Richard Tortora was invited by Moody’s Investors Service to make presentations to Moody’s staff from around the country on The Role of a Independent Financial Advisor and Interactions Between Clients and the Rating Agencies. The rating agencies respect CMA’s honest and proactive approach in our dealings with them on behalf of our clients. Maintaining good relations with CMA is in their best interest as well as our own and our clients’.

**In-House Quantitative Abilities**

In-house quantitative abilities are essential for a financial advisory firm if it is to accurately and thoroughly analyze proposals submitted by investment bankers on behalf of its clients. CMA routinely reviews banking proposals submitted to our clients in connection with advance refundings and asset securitization. These proposals also often use derivative products such as interest rate swaps and forward delivery bonds. CMA has the sophistication to verify, in-house, the accuracy and completeness of proposals submitted to our clients.

CMA is recognized for having superior quantitative capabilities. We were the first in New York State to have successfully run competitively sold advance refundings for local municipalities and school districts. We are able to do this in part because of our intimate knowledge of the New York State Local Finance Law including Section 90.10. Over the past 5 years, CMA professionals have worked on over 100 advance refundings under Section 90.10. In refunding transactions CMA structures the issuance of advance refunding bonds, markets and receives bids and dual tracked the investment of the bond proceeds in escrow using both open market treasuries and state and local government series securities (“SLGs”). This dual tracking of investments insured that our client would maximize its investment earnings and present value savings while minimizing the amount of refunding bonds sold. Our quantitative work on several advance refundings through the NYS Dormitory Authority received praise from members of the Authority’s staff as well as the investment bankers involved in the transactions. CMA uses proprietary, in-house structuring models, Excel and Munex (an industry software program) to serve our quantitative needs.

CMA often shows our clients different ways to structure their debt such as using a 50% Rule structure, level debt or a weighted average maturity factoring in budget considerations and overall interest expense. Regardless of what structure is selected, CMA always runs individual amortization schedules for each project.
funded and then ties all of the schedules into the amortization schedule for the entire issue. In addition, we often provide schedules showing debt service by fund or purpose.

Composition of CMA Workforce

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<th>Male</th>
<th>Female</th>
<th>Caucasian</th>
<th>Hispanic</th>
<th>African American</th>
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<tr>
<td>Professional Staff</td>
<td>9</td>
<td>3</td>
<td>10</td>
<td>1</td>
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<tr>
<td>Administrative Staff</td>
<td>0</td>
<td>4</td>
<td>4</td>
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<tr>
<td>Interns</td>
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Additional Qualifications

CMA’s Strategic Consulting Group. CMA was launched with the conviction that governmental entities would benefit from the services of a municipal advisor that was not only an expert in the issuance of debt but was also cognizant of the unique concerns of each of its public jurisdiction clients. In 2015, this mindset spawned the development of our Strategic Consulting Group (the “SCG”). The SCG works at the intersection of policy, operations, best practices and budgeting to help solve our clients’ toughest problems and to foster effective and efficient governmental operations. Through a comprehensive suite of financial and managerial services, the SCG assists with the development and evaluation of budgets, prepares multiyear financial plans, performs efficiency studies, conducts policy and program analysis and assists with identifying and securing grant funding. The SCG works with numerous public jurisdictions including the Nassau Interim Finance Authority, towns of Islip and Riverhead, cities of Glen Cove, Long Beach and Poughkeepsie, village of Garden City and the US Virgin Islands.

Debt Pricing and Structuring Strategies. Pricing and structuring bonds in connection with negotiated transactions are skills at which CMA excels. We are very familiar with the key players on the desks at each of the major banking firms and have done business with most of them for many years. Our work in helping price bonds sold via negotiation starts long before a preliminary official statement (“POS”) is printed and mailed. Knowing the sales capabilities of underwriting firms is extremely useful in selecting an underwriting team with the proper mix of institutional, retail and regional bankers. The right team of underwriters will insure that the County can sell its bonds to both retail investors, who are traditionally less yield sensitive and institutional investors who are more tolerant of a weak underlying credit rating. Because we do not have an underwriting arm and pose no competitive threat, we have easy access to the desks of every major investment banking firms and use that access to our clients’ benefit.
SECTION II

References

Capital Markets Advisors believes that our clients are the most valuable source of information about our skills, resources, and capabilities to service your account. We encourage you to contact the following three individuals from counties in New York State in your evaluation of our response to your RFP.

**County of Monroe, New York**
Mr. Robert Franklin, Director of Finance
39 West Main Street
Rochester, New York 14614
585-753-1157
robertfranklin@monroecounty.gov

**County of Suffolk, New York**
Hon. John Kennedy, Comptroller
100 Veterans Memorial Highway
Hauppauge, New York 11788
631-853-5040
john.kennedy@suffolkcountyny.gov

**County of Albany, New York**
Hon. Michael Conners
Controller
112 State Street Room 1030
Albany, New York 12207
518-447-7130
michael.conners@albanycountyny.gov

SECTION III

Plan Implementation

CMA has served as the County’s Financial Advisor for over 20 years. We are intimately familiar with the County’s practices, its staff and its debt. We have created a debt database that allows us to quickly identify and capitalize on opportunities to refinance outstanding County debt to reduce future debt service costs and save taxpayers money. We know the issues affecting the County that are of importance to the credit rating analysts that work with the County and we always work hard to get the County the best possible ratings. If our contract with the County is extended, the CMA Team will address financial issues and approach the County’s debt issuance as we have in the past with Richard Tortora at the head of our team, Janet Morley as the lead day-to-day contact and credit specialist, Anthony Nash as a secondary point of contact providing structuring and quantitative expertise supported by the firm’s Associates and Analysts.

In connection with the issuance of bonds and bond anticipation notes for the County, CMA will provide the following services.

1. Review legal, financial, economic and other information necessary for CMA to advise in planning, structuring and otherwise completing each debt issue to be undertaken by the County.
2. Prepare a plan of financing which will include CMA’s analysis and recommendations to the County regarding funding requirements and alternatives, marketing, method of sale (competitive or negotiated), call provisions, credit ratings, credit enhancement, term, federal tax implications and such other matters which the County and CMA agree should be included in the plan of financing.

3. Assist the County in disseminating information to the public. As needed, assist in preparation of informational brochures; attend meetings with County staff and the legislature, and public information meetings to discuss financing strategies with an emphasis on funding and the capital markets.

4. Prepare amortization schedules and alternative financing scenarios including: level debt structure and 50% Rule amortization. For cash-flow financings, assist with preparation of actual and projected cash-flow statements.

5. Prepare tax impact analysis for each bond issue factoring in assessed value of real property subject to taxation and any state aid and/or application of available funds. Assist in determining the tax impact of each bond issue on average household.

6. As directed, CMA will prepare, disseminate and evaluate in the selection of other service providers necessary to conduct each issue including, but not limited to, bond insurance, bond counsel, underwriter, escrow agent, and verification agent.

7. Prepare or assist in the preparation of financing documents, as required, including but not limited to: Official Statement, Notice of Sale and Bid Sheet, DTC Letter of Representations, debt statement and pre-sale or post-sale analysis, when appropriate.

8. Prepare and coordinate the printing and distribution of the Notice of Sale, Bid Sheet and Official Statement. Distribution includes posting of documents on our firm’s website at www.capmark.org and Parity’s electronic bidding service, sending documents electronically and via regular mail and publishing the Notice of Sale, when required.

9. Coordinate the credit rating process. This includes submitting required documents to one or more credit agencies and addressing any questions that the assigned analyst may have. If appropriate, we will schedule and attend a meeting with agency officials and prepare a presentation book.

10. Prepare and maintain a financing schedule, cost of issuance budget, list of participants, and take such other actions requested by the County to efficiently manage each issue in order to meet the County's objectives.

11. Prepare Debt Statement sent to Office of the State Comptroller as required for issues of $5 million or greater.

12. Participate in all working group meetings and conference calls.

13. Provide market updates to determine best time to price/sell securities and for utilization in evaluating pricing of a negotiated transaction.

14. Set up internet based auction platforms and monitor bid process, as applicable.
15. Participate in the sale of the debt, confirm interest cost calculation and verify underwriter's compensation.

16. Advise county on award of winning bid.

17. Prepare and disseminate to all interested parties, a closing letter to assist with the delivery of proceeds.

18. Coordinate closing of the issue; verify receipt of proceeds and assist with payment of issuance costs.

19. Prepare final debt service schedules including fund and projects schedules as necessary.

20. Competitively bid out the investment of proceeds, if requested.

21. Complete continuing disclosure filing and material event notices with Municipal Securities Rulemaking Board ("MSRB").

In addition to the above the following services will be provided with respect to a refunding transaction.

1. Determine if the County is best served by a competitively sold or negotiated refunding.

2. Assist in the selection of underwriter, verification agent, and escrow agent.

3. Prepare an independent analysis of the refunding to verify underwriter cash flows.

4. If a negotiated transaction is used, supply County with market comparable in advance of the pricing and participate in all pricing calls.

5. Assist in securing NYS Comptroller approval.

6. Assist in all closing matters

SECTION IV

Cost Proposal:

For bond issues: $0.85 per each $1,000 of bonds issued with a minimum fee of $24,500.

For note issues: $0.45 per each $1,000 of notes issued with a minimum fee of $12,500.

For refunding bond issues: $0.95 per each $1,000 of bonds issued with a minimum fee of $30,000.

For Continuing Disclosure: $2,500 annually, inclusive of any required Event Notices.

For services unrelated to a bond or note issuance: an hourly fee of $195 per hour.
CMA does not charge its clients for travel time, mileage, meals, lodging, supplies, telephone or conference calls.

Other transaction related costs would be borne by the District including, but not limited to: Bond Counsel, rating agency, escrow agent, The Bond Buyer (to publish sale notices), and a financial printer

SECTION V

Mandatory Documentation:

END OF PROPOSAL
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Financial Advisory Services
RFP Number: 2019-073

THIS PROPOSAL 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 Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.

3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

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

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<td>6/11/19</td>
<td>RFP # 2019-073</td>
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(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

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

CP1
(c) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)

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

6. The following documents are attached to and made a condition of this Proposal:
   (a) Non-Collusive Bidding Certificate (Attachment “A”)
   (b) Acknowledgment by Bidder (Attachment “B”)
   (c) Vendor Responsibility Questionnaire (Attachment “C”)
   (d) Iranian Energy Divestment Certification (Attachment “D”)

7. Communication concerning this Proposal shall be addressed to:

   Richard Tartora, President
   11 Grace Avenue, Suite 308
   Great Neck, N.Y. 11021
   Phone: 516-487-9815

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Financial Advisory Services
RFP Number: 2019-073

Submit a cost proposal as per Section 4: Scope of Services

COMPANY: Capital Markets Advisors, LLC
ADDRESS: 11 Grace Avenue, Suite 308
CITY, STATE, ZIP: Great Neck, N.Y. 11021
TEL. NO.: 516-487-9815
FAX NO.: 516-487-2575
FEDERAL TAX ID NO.: 02-0582108
REPRESENTATIVE: Richard Tortora
E-MAIL: rtortora@capmark.org
SIGNATURE AND TITLE: [Signature]
DATE: 6-27-19

CP3
ATTACHMENT "A"
NON-COLLABORATIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

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

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

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

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

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

[Signature]

President

Title

6-27-19

Date

Capital Markets Advisors, LLC

Company Name
ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF New York  )  SS.:  
COUNTY OF Nassau  

On this 27 day of June, 2019, before me personally appeared Richard Tortora, to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Jillian Oaks  
Notary Public, State of New York  
Qualified in Queens County  
Commission Expires March 19, 2022

If Corporation:

STATE OF  )  SS.:  
COUNTY OF  

On this _____ day of ________, 20____, before me personally appeared to me known, who, being by me sworn, did say that he resides at (give address) ____________________________________________, that he is the (give title) ____________________________________________, of the (name of corporation) ____________________________________________, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal, that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

__________________________________________
Notary Public, State of ____________________________________________
Qualified in ____________________________________________
Commission Expires ____________________________________________

If Partnership:

STATE OF  )  SS.:  
COUNTY OF  

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

__________________________________________
Notary Public, State of ____________________________________________
Qualified in ____________________________________________
Commission Expires ____________________________________________
**ATTACHMENT C**
**ALBANY COUNTY**
**VENDOR RESPONSIBILITY QUESTIONNAIRE**

1. **VENDOR IS:**
   - [ ] PRIME CONTRACTOR

2. **VENDOR'S LEGAL BUSINESS NAME**
   - Capital Markets Advisers, LLC

3. **IDENTIFICATION NUMBERS**
   - a) FEIN # 02-0582108
   - b) DUNS #

4. **DBA/A - Doing Business As (if applicable) & COUNTY FIELD**

5. **WEBSITE ADDRESS (if applicable)**
   - www.capmark.org

6. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE**
   - 11 Grace Avenue, Suite 3A
   - Great Neck, N.Y. 11021

7. **TELEPHONE NUMBER**
   - 516-487-9815

8. **FAX NUMBER**
   - 516-487-2575

9. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE**
   - IN NEW YORK STATE, if different from above

10. **TELEPHONE NUMBER**

11. **FAX NUMBER**

12. **AUTHORIZED CONTACT FOR THE QUESTIONNAIRE**
   - **Name:** Richard Tortora
   - **Title:** President
   - **Telephone Number:** 516-487-9815
   - **Fax Number:** 516-487-2575
   - **e-mail:** rtortora@capmark.org

13. **LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.**
   - a) **NAME:** Richard Tortora
     - **TITLE:** President
   - b) **NAME:** Rick Ganim
     - **TITLE:** Executive Vice President & Principal
   - c) **NAME:**
     - **TITLE:**
   - d) **NAME:**
     - **TITLE:**

A detailed explanation is required for each question answered with a "YES," and must be provided as an attachment to the completed questionnaire. You must provide adequate details or documents to aid the county in making a determination of vendor responsibility. Please number each response to match the question number.

14. ** DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, OR DBA OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any DBA names and the dates that these names or numbers were in use. Explain the relationship to the vendor.**
   - [ ] Yes  [ ] No

15. **ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:**
   a) An elected or appointed public official or officer?
      - List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service
   - [ ] Yes  [ ] No
   b) An officer of any political party organization in Albany County, whether paid or unpaid?
      - List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.
   - [ ] Yes  [ ] No
16. **WITHIN THE PAST (2) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:**

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| a) | 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;  
2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;  
3. entered into an agreement to a voluntary exclusion from bidding/contracting;  
4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;  
5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;  
6. had status as a Women’s Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;  
7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;  
8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or  
9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. |
|   | Yes ☒ No |
| b) |   |
| c) |   |

17. **IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?**

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Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”

18. **DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:**

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| a) | file returns or pay any applicable federal, state or city taxes?  
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file or pay and the current status of the liability. |
|   | Yes ☒ No |
| b) | file returns or pay New York State unemployment insurance?  
Indicate the years the vendor failed to file or pay the insurance and the current status of the liability. |
|   | Yes ☒ No |
| c) | Property Tax  
Indicate the years the vendor failed to file. |
|   | Yes ☒ No |

19. **HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING?**

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Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. **IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN IN VOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?**

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Provide financial information to support the vendor’s current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor’s situation.
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
   a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private)
      awarded;

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

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

State of:  
)  
) ss:  
County of:  
)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business: Capital Markets Advisors, LLC
Signature of Owner: 

Address: 11 Grace Avenue, Suite 308
City, State, Zip: Great Neck, NY 11023
Printed Name of Signatory: Richard Tortora
Title: President

Sworn before me this 27th day of June, 2019
Jillian Wakan
Notary Public

Printed Name: Jillian Wakan
Signature: /s/ Jillian Wakan
Date: 6/27/19
A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

[Signature]

[Name]

[Title]

[Date: 6/27/19]

[Company Name]
September 9, 2019

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

Dear Chairman Joyce:

The Office of the Albany County Executive respectfully requests authorization to enter into a municipal agreement with the Energy Improvement Corporation (EIC) in order to conform with changes in New York State’s Energize NY PACE Program. This agreement will allow the County to implement the changes outlined in Local Law G for 2019 regarding its Sustainable Energy Loan Program. The program provides Property Assessed Clean Energy ("PACE") financing for qualified commercial and non-profit property owners to make renewable energy and energy efficiency investments.

Since the passage of Local Law D of 2018 the Energy Improvement Corporation, the non-profit, statewide local development corporation that administers Energize NY Open C-PACE transitioned to a new model known as Energize NY Open C-PACE. Under Open C-PACE financing, third-party capital providers provide direct funding to the property owner for up to 100% of the cost of the energy improvements. The loan is secured by a voluntary special assessment on the Property (a “Benefit Assessment Lien”) and is repayable by the property owner in annual installments over a term not to exceed the useful life of the Improvements.

The Program is authorized by New York State General Municipal Law Article 5-L, however, Open C-PACE must be enabled at the local level. In order to continue to provide the public the benefit of a PACE program in Albany County we request that the Legislature authorize this agreement. A sample municipal agreement provided by the EIC is attached.

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

Sincerely,

[Signature]
Daniel P. McCoy
Albany County Executive

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

Description (e.g., Contract Authorization for Information Services):
Authorization to Enter into a Municipal Agreement with the Energy Improvement Corporation

Date: 9/9/2019
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Policy Analyst
Phone: 518-447-5566
Department Rep.: Lucas Rogers
Attending Meeting: Lucas Rogers

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) Municipal Agreement

Contract Terms/Conditions:

Party (Name/address):
Energy Improvement Corporation
425 Cherry Street
Bedford Hills, NY 10507

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

Amount/Raise Schedule/Fee:
Click or tap here to enter text.
Scope of Services:
Entering into an agreement with the Energy Improvement Corporation in order to implement a C-PACE financing program.

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact:
Yes ☐ No ☒
File #: TMP-1134, Version: 1

Anticipated in Current Budget: Yes ☐ No ☐

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

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

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

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Resolution No. 424 for 2018
Date of Adoption: 9/12/18

Justification: (state briefly why legislative action is requested)
The Office of the Albany County Executive respectfully requests authorization to enter into a municipal agreement with the Energy Improvement Corporation (EIC) in order to conform with changes in New York State’s Energize NY PACE Program. This agreement will allow the County to implement the changes outlined in Local Law G for 2019 regarding its Sustainable Energy Loan Program. The program provides Property Assessed Clean Energy ("PACE") financing for qualified commercial and non-profit property owners to make renewable energy and energy efficiency investments.

Since the passage of Local Law D of 2018 the Energy Improvement Corporation, the non-profit, statewide local development corporation that administers Energize NY Open C-PACE transitioned to a new model known as Energize NY Open C-PACE. Under Open C-PACE financing, third-party capital providers provide direct funding to the property owner for up to 100% of the cost of the energy improvements. The loan is secured by a voluntary special assessment on the Property (a “Benefit Assessment Lien”) and is repayable by the property owner in annual installments over a term not to exceed the useful life of the improvements.

The Program is authorized by New York State General Municipal Law Article 5-L, however, Open C-PACE must
be enabled at the local level. In order to continue to provide the public the benefit of a PACE program in Albany County we request that the Legislature authorize this agreement. A sample municipal agreement provided by the EIC is attached.
MUNICIPAL AGREEMENT

BETWEEN

ENERGY IMPROVEMENT CORPORATION

AND

[PARTICIPATING MUNICIPALITY]

RELATING TO

ENERGIZE NY OPEN C-PACE FINANCING PROGRAM

DATED AS OF ________________, 2019
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ENERGY IMPROVEMENT CORPORATION
MUNICIPAL AGREEMENT (OPEN C-PACE)

This Agreement made as of this ___ day of ______, 2019 (the "Agreement"), by and between [County/City/Town/Village], a municipal corporation organized and existing under the laws of the State of New York (the "Participating Municipality") and the Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC") (both the Participating Municipality and EIC may hereinafter be referred to individually as a "Party" and collectively as the "Parties"), sets forth the duties and obligations of each Party in connection with the Participating Municipality’s participation in the Energize NY Open C-PACE Financing Program ("Open C-PACE" or the "Program"), as more fully described herein. Capitalized terms used herein, unless otherwise defined herein, have the meanings assigned to them in Section 1 herein.

WHEREAS, EIC has established the Program as a sustainable energy financing program pursuant to the Enabling Act through which the member municipalities, including the Participating Municipality, may levy charges against Qualified Properties within the Participating Municipality for the purpose of promoting, facilitating and financing clean energy improvements to Qualified Properties, thereby promoting the public good by reducing greenhouse gas emissions, mitigating the effect of global climate change and lessening the burdens of government;

WHEREAS, the Participating Municipality has adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties within its geographical boundaries and has authorized EIC to act on its behalf to effectuate Open C-PACE within the Participating Municipality; and

WHEREAS, EIC wishes to provide for the terms and conditions pursuant to which the Participating Municipality will participate in Open C-PACE.

Now, THEREFORE, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

1. **Definitions.**

   "Annual Installment Amount" means, with respect to each Benefited Property, the amount of the Benefit Assessment to be repaid by the Benefited Property Owner in installments made at least annually, in accordance with the schedule attached to the Finance Agreement for such Benefited Property. The Annual Installment Amount may be adjusted to reflect any Financing Charges as provided in Section 4(d) of this Agreement.

   "Authority" means The New York State Energy Research and Development Authority, as defined by subdivision two of section 1851 of the Public Authorities Law of the State, or its successor.

   "Benefit Assessment" means, as of the date a Finance Agreement is executed, the charge assessed against the Qualified Property, as such assessment may be modified pursuant to Section 4(d) of this Agreement, and as otherwise provided in the Finance Agreement.
"Benefit Assessment Lien" means a lien which evidences a Benefit Assessment and is recorded by EIC, on behalf of the Participating Municipality, on the land records against a Benefited Property.

"Benefited Property" means a Qualified Property for which the Qualified Property Owner has entered into a Finance Agreement for a Qualified Project.

"Benefited Property Owner" means the owner of record of a Benefited Property meeting requirements for participation in the Program as an owner.

"Business Day" means any day on which EIC is open for business and banks are not required by law to close in New York, New York.

"Eligible Costs" means costs incurred by the Benefited Property Owner in connection with a Qualified Project and the related Finance Agreement, including application fees, EIC’s Program administration fee, closing costs and fees, title and appraisal fees, professionals’ fees, permits, fees for design and drawings and any other related fees, expenses and costs, in each case as approved by EIC and the Financing Party under the Finance Agreement.

"Enabling Act" means Article 5-L of the General Municipal Law of the State, or a successor law, as in effect from time to time.

"Energy Audit" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"Energy Efficiency Improvement" is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

"Finance Agreement" means a written agreement between a Financing Party and a Qualified Property Owner for the financing of a Qualified Project on the Qualified Property to which EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary.

"Financing Charges" means all charges, fees and expenses related to the Loan including accrued interest, capitalized interest, prepayment premiums and penalties as a result of a default or late payment and costs and reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure or other legal proceeding brought against the Benefited Property to enforce any delinquent Annual Installment Liens.

"Financing Party" means any third-party capital provider approved by EIC to provide financing to Qualified Property Owners or other financial support to Open C-PACE which has entered into an agreement with EIC to administer Open C-PACE in the Participating Municipality.

"Loan" means a loan made by a Financing Party to a Qualified Property Owner for a Qualified Project pursuant to Open C-PACE.
“Local Law” means Local Law No. ____ pursuant to Municipal Home Rule Law and the Enabling Act, authorizing the provision of financing through the Energize NY Open C-PACE Financing Program.

“Municipal Lien” means a lien on Benefited Property which secures the obligation to pay real property taxes, municipal charges or governmentally imposed assessments in respect of services of benefits to a Benefited Property.

“Non-Municipal Lien” means a lien on Benefited Property which secures any obligation other than the obligation to pay real property taxes, municipal charges, or governmentally imposed assessments in respect of services or benefits to a Benefited Property Owner or Benefited Property.

“Policies and Procedures” shall have the meaning assigned thereto in Section 3(a)(ii) of this Agreement.

“Qualified Project” means the acquisition, construction, reconstruction or equipping of Energy Efficiency Improvements or Renewable Energy Systems or other projects authorized under the Enabling Act on a Qualified Property, together with a related Energy Audit, Renewable Energy System Feasibility Study and/or other requirements under or pursuant to the Enabling Act, with funds provided in whole or part by Financing Parties under the Program to achieve the purposes of the Enabling Act.

“Qualified Property” means any real property, other than a residential dwelling containing less than three dwelling units, located within the boundaries of the Participating Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this Agreement, the Local Law and the Enabling Act and has become the site of a Qualified Project.

“Qualified Property Owner” means the owner of record of a Qualified Property meeting requirements for participation in the Program as an owner.

“Renewable Energy Systems” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“Renewable Energy System Feasibility Study” is defined to have the meaning assigned thereto in the Enabling Act, as amended from time to time.

“RPTL” means the Real Property Tax Law of the State, as amended from time to time.

“State” means the State of New York.

2. **Representation and Warranties of the Parties.**

   (a) **EIC.**

   (i) EIC hereby represents that it is a local development corporation, duly organized under section 1411 of the Not-For-Profit Corporation Law of
the State, authorized to implement the Program by arranging Loans to Qualified Property Owners and providing for repayment of the Loans from monies collected by or on behalf of the Participating Municipality as a Benefit Assessment.

(ii) EIC represents and warrants that it has complied with all laws and regulations concerning its organization, its existence and the transaction of its business and that all necessary steps have been taken to authorize it to execute, deliver and perform its respective obligations under this Agreement, and no consent or approval of any third-party is required for EIC’s execution of this Agreement or the performance of its obligations contained herein. The individual executing this Agreement on behalf of EIC has been and is duly authorized to bind EIC.

(b) Participating Municipality.

(i) Authority. The Participating Municipality is a municipal corporation, constituting a tax district as defined in Section 1102 of the RPTL of the State, duly organized and existing under the laws of the State and has full legal right, power and authority to (i) adopt the Local Law, (ii) assess, collect, remit and assign Benefit Assessments for Benefited Properties located within its geographical boundaries, (iii) levy Benefit Assessment Liens against Benefited Properties located within its geographical boundaries, (iv) conduct its business and own its properties, (v) enter into this Agreement and to comply with its terms, and (vi) carry out and consummate, by contract or otherwise, all other transactions contemplated by its participation in Open C-PACE.

(ii) Adoption of Local Law. The Participating Municipality has on __________ adopted the Local Law authorizing the provision of financing through Open C-PACE to Qualified Properties for Qualified Projects.

(iii) Approvals and Consents. The Participating Municipality has duly approved the execution and delivery of this Agreement and approved implementation of Open C-PACE by EIC and has authorized EIC to act on its behalf in effectuating Open C-PACE; and any and all consents, authorizations and approvals of any third-party required with respect thereto have been obtained.

(iv) Capacity. The Participating Municipality has the legal, institutional, managerial, technical, contractual and financial capability to (a) ensure adequate and timely assessment and collection of property taxes in the Participating Municipality, (b) levy and record Benefit Assessment Liens on Benefited Properties within its geographical boundaries, and (c) assign or authorize EIC, on its behalf, to assign the Benefit Assessment Liens to
third-party capital providers in connection with the financing of Qualified Projects.

(v) **Binding Obligation.** This Agreement has been duly authorized, executed and delivered by the Participating Municipality and constitutes a legal, valid and binding obligation of the Participating Municipality except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and the application of general principles of equity by a court of competent jurisdiction (whether in an action of law or a proceeding in equity); the defense of sovereign immunity is not available to the Participating Municipality in any proceedings by EIC to enforce any of the obligations of the Participating Municipality under this Agreement.

(vi) **No Action.** There is no claim, action, suit, litigation, proceeding, arbitration, inquiry or investigation of any kind, at law or in equity, before or by any court, public board or body, pending or known to be threatened against the Participating Municipality, nor is there any basis therefore, (i) affecting the creation, organization or existence of the Participating Municipality or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin or in any way contest the execution of this Agreement, the Finance Agreement or any other agreement entered into in connection with the Participating Municipality’s participation in the Program, or (iii) seeking to prohibit, restrain, enjoin or in any way contesting or affecting the validity or enforceability of the Local Law, this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing.

(vii) **No Material Default.** The Participating Municipality is not in material default under any finance agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness of the Participating Municipality. The execution and delivery of this Agreement, and the adoption of the Local Law and compliance with the respective provisions hereof and thereof, will not conflict with or constitute a breach of or material default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Participating Municipality is a party or by which it or any of its property is bound.
3. **Obligations of EIC.**

It is understood by the Parties that EIC will be responsible for the performance of the following duties:

(a) **Program Requirements.**

(i) The establishment and administration of Open C-PACE to provide financing to Qualified Properties within the Participating Municipality in order to promote, facilitate and finance Qualified Projects in accordance with the terms of the Local Law and this Agreement.

(ii) Receive and review (or provide for the review of) applications submitted by Qualified Property Owners within the Participating Municipality for the financing of Qualified Projects, and the approval or disapproval of such applications in accordance with the Authority’s guidelines, any restrictions imposed by the Participating Municipality, and the policies and procedures adopted by EIC with respect to Open C-PACE (the “Policies and Procedures”). The governing Board of EIC reserves the right to reject an application for financing for any reason.

(iii) Prepare and deliver to the Participating Municipality by February 15th of each calendar year an annual report (the “Annual Report”) which Annual Report may be filed by the Participating Municipality on the land records and shall contain information related to each Benefited Property within the Participating Municipality through December 31st of the immediately preceding calendar year, identified in the Annual Report by address and Tax Map Identification (i.e. section, block and lot) including:

A. A list of each Benefited Property for which a Qualified Property Owner executed a Finance Agreement during the prior calendar year (for which a Benefit Assessment Lien was added by EIC, on behalf of the Participating Municipality, to its land records in accordance with Section 3(d) below);

B. A list of each Benefited Property within the Participating Municipality where the Benefit Assessment and all obligations under the related Finance Agreement have been satisfied or paid in full during the prior calendar year, including the satisfaction date and a copy of the notice of satisfaction;

C. The total Annual Installment Amount paid to each Financing Party for each Benefited Property in the Participating Municipality during the prior calendar year;

D. For each Benefited Property with an outstanding Benefit Assessment, (i) the Annual Installment Amount collected in the current year, (ii) any amount of the Annual Installment Amount
due and remaining uncollected in the current year, including any Financing Charges, and (iii) the Annual Installment Amount due to be collected in the following calendar year; and

E. All other information EIC may deem to be relevant to each Benefited Property within the Participating Municipality.

(b) Qualified Project Requirements.

If a Qualified Property Owner requests financing from EIC under the Program, EIC shall:

(i) Require performance of an Energy Audit or Renewable Energy System Feasibility Analysis on the Qualified Property that assesses the expected energy cost savings of the Energy Efficiency Improvements or Renewable Energy Systems over the useful life of such Energy Efficiency Improvements and/or Renewable Energy Systems before approving such financing;

(ii) Impose requirements and criteria to ensure that the proposed Energy Efficiency Improvements or Renewable Energy Systems are consistent with the purpose of the Program;

(iii) Require that the Qualified Property Owner obtain the consent of any existing holder of a mortgage on the Qualified Property substantially in the form of Exhibit C attached hereto, prior to the recording of a Benefit Assessment Lien against the Qualified Property;

(iv) Receive the certificates of completion executed by the Benefited Property Owner or its duly authorized representative during or following installation or construction of the Qualified Project to determine compliance with the Policies and Procedures; and

(v) Verify and report to the Participating Municipality on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program.

(c) Finance Agreement for Qualified Project. The Financing Party and the Qualified Property Owner shall enter into a Finance Agreement for the Qualified Project which shall set forth the terms and conditions for the disbursement and repayment of the Loan and the duties and obligations of the parties with respect to the acquisition, construction and installation of the Qualified Project. EIC, on behalf of the Participating Municipality, shall be a third-party beneficiary to the Finance Agreement. The Finance Agreement shall state (a) the legal description of the Benefited Property, (b) the total Benefit Assessment that will be levied against the Benefited Property which shall include the cost of the Qualified Project together with any Eligible Costs and Financing Charges approved by EIC and by the Financing Party, (c) the fixed rate of interest on the Loan, and (d) a schedule of the Annual Installment Amounts due in each year of the Loan. Additionally, the
Finance Agreement shall disclose the Financing Charges and risks associated with participation in the Program, including the risk of foreclosure in case of nonpayment of any Annual Installment Amount. Upon execution of the Finance Agreement by the Financing Party and the Qualified Property Owner, the property that is the subject of the Finance Agreement shall be deemed a "Benefited Property."

(d) **Levy and Recording of Benefit Assessment Lien.**

(i) Upon execution of a Finance Agreement, EIC, on behalf of the Participating Municipality, shall promptly record the Benefit Assessment Lien against the Benefited Property in the land records for properties in the Participating Municipality. The Benefit Assessment Lien shall be substantially in the form of Exhibit A to this Agreement and include a legal description of the Benefited Property and a schedule of the Annual Installment Amounts due in each year of the Loan. There shall be no charge, mortgage recording tax or other fee for recording the Benefit Assessment Lien on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality. As provided in the Enabling Act and the Local Law, the Benefit Assessment levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the Benefited Property on which they are made until they are paid. The Benefit Assessment shall be payable by the Benefited Property Owner in Annual Installment Amounts as provided in the Finance Agreement. Only delinquent Annual Installment Amounts that are due and owing may be subject to enforcement.

(ii) Pursuant to the Finance Agreement, the final amount of the Benefit Assessment may be adjusted after the recording of the Benefit Assessment Lien on the land records for the Participating Municipality. Such an adjustment would likely be the result of a change in the energy improvement service contract amount during the construction period, additional Financing Charges, or an amendment to the Finance Agreement. In the event that the final Benefit Assessment needs to be adjusted at the completion of the Qualified Project, or any other time, EIC, on behalf of the Participating Municipality, will record the new Benefit Assessment Lien on the land records to reflect such adjustment, together with a new schedule of Annual Installment Amounts. Such recording of the new Benefit Assessment Lien against the Benefited Property shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Participating Municipality.

(e) **Annual Installment Liens.**

(i) As provided in the Local Law, each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien
on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. Payment to the Financing Party shall be considered payment for this purpose. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

(ii) The Benefit Assessment Lien shall be automatically reduced annually by the amount of each Annual Installment Lien when each Annual Installment Lien becomes a lien. Each Annual Installment Lien shall be subordinate to all Municipal Liens, whether created by Section 902 of the RPRL or any other State or Local Law. No Annual Installment Amount shall be recovered by the Participating Municipality, EIC, or any assignee upon foreclosure, sale or other disposition of the Benefited Property unless and until all Municipal Liens are fully discharged. Each Annual Installment Lien, however, shall have priority over all Non-Municipal Liens, irrespective of when created, except as otherwise required by law.

(iii) Neither the Benefit Assessment Lien nor any Annual Installment Lien shall be extinguished or accelerated in the event of a default or bankruptcy of the Benefited Property Owner. Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall be collected by EIC, on behalf of the Participating Municipality, at the same time and in the same manner as real property taxes or municipal charges. Each Annual Installment Lien shall remain a lien until paid. Amounts collected in respect of an Annual Installment Lien shall be remitted to EIC or the Financing Party, as may be provided in the Finance Agreement.

(f) Final Payment and Release. Upon notice from the Financing Party that the Benefit Assessment has been satisfied and paid in full, together with all Eligible Costs and Financing Charges provided under the Finance Agreement, EIC, on behalf of the Participating Municipality, will execute a Satisfaction and Release of Benefit Assessment Lien (the "Release") substantially in the form attached hereto as Exhibit D, and record the Release on the land records for the Participating Municipality. There shall be no charge, mortgage recording tax or other fee for recording the Release on the land records for the Participating Municipality in the same manner as if recorded by the Participating Municipality.

(g) Billing and Collection of Annual Installment Amounts.

(i) The Finance Agreement shall provide for the repayment of the Benefit Assessment in Annual Installment Amounts. EIC will act as the Participating Municipality's agent in the billing and collection of the
Benefit Assessment for each Benefited Property listed in the Annual Report in accordance with the related Finance Agreement.

(ii) In the event of a default in payment of any Annual Installment Amount for a Benefited Property, EIC agrees to take at least the following steps to collect the delinquent Annual Installment Amount on behalf of the Participating Municipality:

A. Mail a written notice of delinquency and demand for payment to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail; and

B. Mail a second notice of delinquency to the Benefited Property Owner by both certified mail, return receipt requested, and first class mail at least 30 days after the date of the first notice if the delinquency is continuing.

(iii) If the Benefited Property Owner fails to cure the delinquency within 30 days after the mailing of the second notice of delinquency, then the Financing Party may redeem the Benefited Property and pursue collection of the delinquent Annual Installment Amounts as provided in paragraph (h) of this Section 3.

(h) Collection of Delinquent Payments.

(i) If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure pursuant to the RPTL or any other remedy available at law.

(ii) EIC shall provide written notice to the Participating Municipality of the institution of a judicial foreclosure or other proceeding against any Benefited Property located within the Participating Municipality for payment of delinquent Annual Installment Amounts.

4. Obligations of the Participating Municipality.

(a) Appointment of EIC as Agent. The Participating Municipality hereby appoints EIC to act as its agent in the administration of the Open C-PACE Program within the Participating Municipality and in its dealings with Financing Parties, Qualified Property Owners and Benefited Property Owners. EIC is authorized on behalf of the Participating Municipality to levy and record the Benefit Assessment Lien, any amendments or assignments thereof and the Release in the land records for properties in the Participating Municipality without charge, and to take any reasonable actions in the performance of its duties hereunder.
(b) **Assignment of Benefit Assessment Lien.**

(i) The Participating Municipality authorizes EIC, on its behalf, to sell or assign any and all Benefit Assessment Liens and Annual Installment Liens to a Financing Party that provides financing to a Qualified Property pursuant to a Finance Agreement. The Assignment of Benefit Assessment Lien shall be in substantially the form attached hereto as Exhibit B, and shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality at the same time as the Benefit Assessment Lien.

The Financing Party may sell or assign for consideration any and all Benefit Assessment Lien and Annual Installment Liens received from EIC, on behalf of the Participating Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. Any such assignment shall be in a form acceptable to EIC, and shall be filed by the Financing Party or, at its request and upon indemnification, by EIC, on the land records for the Participating Municipality. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as EIC would have had if the Benefit Assessment Lien and Annual Installments Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. There shall be no charge, mortgage recording tax or other fee for recording of any assignment on the land records for the Participating Municipality if filed by EIC, in the same manner as if recorded by the Participating Municipality.

(c) **Notices.**

(i) Within 10 days of EIC’s request, the Participating Municipality will provide written notice to EIC of any delinquency in the payment of real property taxes by a Benefited Property Owner if the Benefited Property is subject to a Benefit Assessment Lien.

(ii) The Participating Municipality will also provide written notice to EIC of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any Benefited Property for delinquent real property taxes if such Benefited Property is subject to a Benefit Assessment Lien.

(d) **Promotion of Program; Assistance to EIC; Modification of Program.**

(i) The Participating Municipality shall use good faith efforts to assist EIC in local marketing efforts and outreach to the local business community to encourage participation in the Program such as including Program information on the Participating Municipality’s website.
(ii) The Participating Municipality shall use good faith efforts to assist in gathering and providing information for EIC to administer the Program.

(iii) Except with respect to Qualified Properties for which an application has previously been submitted, the Participating Municipality may at any time modify Open C-PACE by changing the types of properties that may receive financing for Qualified Projects. The Participating Municipality shall provide written notice to EIC of such proposed modification. The proposed modification shall only become effective upon written approval from EIC provided to the Participating Municipality, which shall not be unreasonably withheld. Such approval shall have no effect on the duties and obligations owed by each Party hereto in connection with this Agreement and any Benefited Property for which a Finance Agreement was executed prior thereto.

5. **Indemnification**

EIC agrees that it will protect, defend, indemnify and hold harmless the Participating Municipality and its officers, agents and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including reasonable attorney’s fees, arising out of or in connection with the negligent actions of EIC’s officers, employees and agents under this Agreement. This provision shall survive termination of this Agreement.

6. **Term.**

The term of this Agreement shall commence upon the date first written above. This Agreement shall be in full force and effect until all of the Benefit Assessments for Benefited Properties in the Participating Municipality have been paid in full or deemed no longer outstanding. The Participating Municipality may opt-out of continuation in the program at any time on sixty (60) days advance notice to EIC, provided that the provisions of this Agreement shall continue with regard to Benefit Assessments assessed prior to such termination date until the Benefit Assessments have been paid in full or are no longer outstanding.

7. **Default.**

Each Party shall give the other Party written notice of any breach of any covenant or agreement under this Agreement and shall allow the defaulting Party 30 days from the date of its receipt of such notice within which to cure any such default or, if it cannot be cured within 30 days, to commence and thereafter diligently pursue to completion, using good faith efforts to effect such cure and to thereafter notify the other Party of the actual cure of any such default. The Parties shall have all other rights and remedies provided by law, including, but not limited to, specific performance, provided, however, in no event shall either Party have the right to terminate this Agreement prior to the expiration of the Term, except as provided in accordance with Section 6 of this Agreement.
8. Remedies Upon Default.

Should the Participating Municipality default in any of its obligations hereunder, EIC shall be entitled to any remedy it may have at law and as set forth below. EIC may utilize any one or all of these remedies at EIC's sole discretion:

(a) EIC may sue the Participating Municipality for specific enforcement of this Agreement;

(b) EIC shall have the right to discontinue providing any new financings to Qualified Properties located within the Participating Municipality.

(c) EIC may suspend the Participating Municipality's membership in EIC.

(d) EIC shall have all other rights and remedies provided by law.


(a) Assignment or Transfer.

Except as provided in Section 4(b) hereof, neither Party may assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State or to a private party or entity without the prior written consent of the other Party.

(b) Severability.

If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(c) Counterparts.

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

(d) Notices.

Any and all notices, demands, or other communications required or desired to be given hereunder by either Party shall be delivered electronically and in writing by certified mail, return receipt requested as follows:
EIC:

Susan Morth
Executive Director
Energy Improvement Corporation
2051 Baldwin Road
Yorktown Heights, NY 10598
E-mail: susanm@energizeny.org

Alain Pierroz
Chief Operating and Financial Officer
Energy Improvement Corporation
2051 Baldwin Road
Yorktown Heights, NY 10598
E-mail: alainp@energizeny.org

With a copy to:

Anna Lee, Esq.
Partner
Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019

PARTICIPATING MUNICIPALITY: ___________________________

With a copy to:

[Participating Municipality’s counsel]

Either Party hereto may change its address for purposes of this Section by providing written notice to the other Party in the manner provided above.

(e) Amendment and Waivers.

Except as otherwise set forth in this Agreement, any amendment to or waiver of any provision of this Agreement must be in writing and mutually agreed to by EIC and the Participating Municipality.

(f) Governing Law.

This Agreement shall be construed and governed in accordance with the laws of the State of New York. Any legal action to be brought under this Agreement must be instituted in State or Federal Courts having jurisdiction located in Westchester County, New York.
(g) **Entire Agreement.**

This instrument constitutes the entire agreement between the Parties with respect to the Open C-PACE Program and supersedes all previous discussions, understandings and agreements between the Parties relating to the Open C-PACE Program.
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Date: ______________, 20__

ENERGY IMPROVEMENT CORPORATION

By: _______________________
   Name:  Susan Morth
   Title:  Executive Director

Date: ______________, 20__

PARTICIPATING MUNICIPALITY NAME:

By: _______________________
   Name:  _______________________
   Title:  _______________________

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EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of [County/City/Town/Village] (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated __________, 2019, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property commonly referred to as _______________ and described more particularly in the attached Exhibit A (the "Benefited Property"), situated in the Participating Municipality and owned on the date hereof in whole or in part by ____________________ (the "Benefited Property Owner"), said levy and lien shall secure the repayment of financing for energy improvements or other improvements from time to time authorized by the Enabling Act made or to be made to the Benefited Property pursuant to that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated __________, 2019, as may be amended (the "Finance Agreement"). The amount and repayment of said levy and lien, as determined by EIC, on behalf of the Participating Municipality, are as follows: an installment payment schedule set forth in the attached Exhibit B is in effect for payment of the Benefit Assessment, and is based on the principal amount of the Benefit Assessment of $______________, with interest thereon at a fixed rate equal to ___% per annum, with [#] annual installments of principal and interest (the "Annual Installment Amount") due and payable pursuant to the Finance Agreement. The Annual Installment Amount may be adjusted to reflect any permitted prepayments received or additional interest or charges due to late payments or defaults, as provided in the Finance Agreement.

Each Annual Installment Amount shall be considered a charge upon the Benefited Property and shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the "Annual Installment Lien") and shall remain a lien until paid. In the event that any Annual Installment Amount shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid Annual Installment Amount at the rate of ___% per annum, as provided in the Finance Agreement. All existing holders of any mortgage on the Benefited Property have consented to the levy and assessment of the Benefit Assessment Lien by the Participating Municipality against the Benefited Property, and copies of such consents have been provided to EIC.

At such time as the principal and interest payments of the Benefit Assessment have been satisfied and paid in full, a Satisfaction and Release of Benefit Assessment Lien shall be filed by EIC, on behalf of the Participating Municipality, in the land records for the Participating Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Local Law to evidence a lien for the Benefit Assessment levied upon the Benefited Property for the special benefits conferred upon said Benefited Property by the energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or
encumbrances except a lien for taxes of the Participating Municipality on real property, municipal charges, or governmentally imposed assessments in respect of services or benefits to the Property, which liens shall have priority over this lien.

The portion of this Certificate which constitutes a levy of Benefit Assessment and notice of installment payment of Benefit Assessment is filed pursuant to the provisions of the Local Law and the General Municipal Law of the State of New York, as amended.

Dated at __________________ , New York this ____ day of __________________ 20__.

By: ____________________________________
    Energy Improvement Corporation
    Name: _______________________________
    Title: _______________________________

Acknowledged and Agreed:

this ____ day of _____________, 20___

______________________________________
Property Owner
STATE OF NEW YORK
COUNTY OF ________________________

) ss. )

_________________________, 2019

On this the ____ day of ________________, 20____, before me __________________________, the undersigned officer, personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of the Energy Improvement Corporation, acting on behalf of [County/City/Town/Village].

__________________________
Notary Public
STATE OF NEW YORK                       )
                                      ) ss.
COUNTY OF _________________________ )
                                      )

On this the ___ day of _______________ 20___, before me ________________________,
the undersigned officer, personally appeared ________________________, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of [Property Owner], and free act and deed of said body politic and corporate,
before me.

____________________________________
Notary Public
Exhibit A - Property Description
Received for Record: ________________, 20__ at ______ A.M./P.M.

Recorded in the _________________ land records at Volume __________, Page ______.

Clerk of [County/City/Town/Village]
EXHIBIT B

ASSIGNMENT OF BENEFIT ASSESSMENT LIEN

KNOW ALL PERSONS BY THESE PRESENTS, that Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York (hereinafter referred to as "EIC" or the "Assignor"), acting on behalf of [County/City/Town/Village], a New York municipal corporation (the "Municipality"), pursuant to Article 5-L of the General Municipal Law of the State of New York and the Local Law adopted by the Municipality establishing the Energize NY Open C-PACE Financing Program in the Municipality, and the Municipal Agreement between the Municipality and EIC dated ____________ __, 2019 (the "Municipal Agreement"), in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, hereby quit-claims, grants, bargains, sells, conveys, assigns, transfers and sets over unto [Capital Provider] (the "Assignee") under that certain Finance Agreement, by and between the Benefited Property Owner and [Capital Provider] dated ____________ __, 2019, as may be amended (the "Finance Agreement"), without warranty and without recourse, all of its right, title and interest in and to that certain Benefit Assessment Lien and each Annual Installment Lien and the debts secured thereby together with such interest, fees, and expenses of collection as may be provided by law, filed by EIC, on behalf of the Municipality, on the land records, on property owned on the date hereof in whole or in part by ____________ __ and as described on Exhibit A and also commonly referred to as ____________ __, attached hereto and made a part hereof (the "Benefit Assessment Lien"), to have and to hold the same unto the said Assignee, its successor and assigns forever.

This Assignment is made, given and executed pursuant to the authority granted to Assignor as agent of the Municipality pursuant to Article 5-L of the General Municipal Law of the State of New York, the Local Law and the Municipal Agreement.

By execution of this Assignment, the Assignor assigns to Assignee, and the Assignee assumes, all of the rights at law or in equity, obligations, powers and duties as the Assignor or the Municipality would have with respect to the Benefit Assessment Lien, if the Benefit Assessment Lien had not been assigned with regard to precedence and priority of such Benefit Assessment Lien, the accrual of interest, charges, fees and expenses of collection, pursuant to the Local Law.

This Assignment by the Assignor is absolute and irrevocable and the [County/City/Town/Village] shall retain no interest, reversionary or otherwise, in the Benefit Assessment Lien.
IN WITNESS WHEREOF, we have hereunto set our hands and seal this ___ day of __________, 20___.

Assignor

By:________________________
   Energy Improvement Corporation
   Name: ______________________
   Title: ______________________

Acknowledged and Agreed:
this ___ day of __________, 20___.

[Capital Provider]
On this the ___ day of ___________, 20__, before me __________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of the Energy Improvement Corporation, acting on behalf of [County/City/Town/Village].

________________________
Notary Public
STATE OF NEW YORK

COUNTY OF

) ss.

,) 2019

On this the ___ day of ________________________ 20__, before me __________________________, the undersigned officer, personally appeared __________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of [Capital Provider], and free act and deed of said body politic and corporate, before me.

____________________________

Notary Public
Received for Record: ________________, 20___ at ______ A.M./P.M.

Recorded in the ________________ land records at Volume ________, Page ________.

Clerk of [County/City/Town/Village]
EXHIBIT C

FORM OF CONSENT OF MORTGAGE HOLDERS

Date: ______
Address: ______
Owner: ______
Municipality: ______
APN: ______
Loan Number: ______
Estimated Annual Installment Amount: ______
Maximum Benefit Assessment Amount: ______

This Mortgage Holder Consent to Benefit Assessment (this "Consent") is given by the undersigned entity, which is a mortgage holder ("Mortgage Holder") on the above-referenced property (the "Property") with respect to the above-referenced loan (the "Loan").

RECITALS

Mortgage Holder is hereby notified that the above-referenced owner of the Property (the "Property Owner") intends to finance installation on the Property of certain energy efficiency and/or renewable energy improvements that will be permanently fixed to the Property (the "Authorized Improvements") by participating in the Energize NY Open C-PACE Financing Program (the "Program"), sponsored by the Municipality. New York State General Municipal Law Article 5-L authorizes municipal corporations to create a sustainable energy financing program, such as the Program, to provide loans to property owners to achieve statewide energy efficiency and renewable energy goals, reduce greenhouse gas emissions and mitigate the effect of global climate change, and advance a clean energy economy.

Mortgage Holder understands that, as a result of an agreement between Energy Improvement Corporation ("EIC"), on behalf of the Municipality, and the Property Owner, the Benefit Assessment described in the Notice will be levied on the Property, and that the Benefit Assessment will be collected in installments, in the same manner as and subject to the same remedies and lien priorities as real property taxes or municipal charges.

CONSENT

The undersigned hereby represents that it is authorized to execute this Consent on behalf of Mortgage Holder. Mortgage Holder hereby confirms:

A. Mortgage Holder understands that, as a result of an agreement between EIC, on behalf of the Municipality, and the Property Owner, the Benefit Assessment described herein will be levied on the Property, and that the Benefit Assessment will be collected in installments in the same manner as and subject to the same remedies and lien priorities as real property taxes or municipal charges. Mortgage Holder acknowledges that each annual installment in respect of the
Benefit Assessment shall create an Annual Installment Lien, and if such annual installment is not paid when due, each Annual Installment Lien shall constitute a statutory lien on the Property that is superior to the lien of the Loan.

B. Mortgage Holder acknowledges that the Benefit Assessment constitutes a statutory lien on the Property that is superior to the lien of the Loan.

C. This Consent shall not prohibit Mortgage Holder from pursuing any and all rights and remedies available to collect from Property Owner all amounts due to it under the Loan documents. Mortgage Holder shall have the right to cure any nonpayment by Property Owner of real property taxes and assessments (including the Benefit Assessment) to the same extent as Mortgage Holder has a right to cure nonpayment of real property taxes.

D. Mortgage Holder agrees that the levy of the Benefit Assessment will not constitute an event of default or trigger the exercise of any remedies under the Loan documents.

Mortgage Holder hereby acknowledges that the Property Owner and the Municipality will rely on the representation and consent of Mortgage Holder set forth in this Consent.

Dated this ___ day of ____________, 2019

MORTGAGE HOLDER

By: __________________________

Name: __________________________

Title: __________________________
STATE OF NEW YORK  )

COUNTY OF _____________  ) ss.  )

_________________________, 2019

On this the ___ day of _____________, 20___, before me _______________________,
the undersigned officer, personally appeared ________________________, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Mortgage Holder], and the free act and deed of said body politic and
corporate, before me.

________________________________
Notary Public
EXHIBIT D

SATISFACTION AND RELEASE OF BENEFIT ASSESSMENT LIEN

Energy Improvement Corporation, a local development corporation formed under the laws of the State of New York ("EIC"), acting on behalf of [County/City/Town/Village] (the "Participating Municipality") pursuant to Article 5-L of the General Municipal Law of the State of New York (the "Enabling Act") and the Local Law adopted by the Participating Municipality establishing the Energize NY Open C-PACE Financing Program in the Participating Municipality, and the Municipal Agreement between the Participating Municipality and EIC dated ______________, 2019, having filed a Certificate of Levy and Lien of Benefit Assessment against the property of [Property Owner], on the ___ day of __________, 20__ in the land records of __________, Book _____ page ______ on the following described real property in __________, New York in the amount of $____________:

[Property description]

NOW, THEREFORE, the undersigned does hereby acknowledge satisfaction of the Lien of Benefit Assessment and does direct the Clerk of the [County/City/Town/Village] to release, cancel and discharge the Benefit Assessment Lien in accordance with the Enabling Act and the Local Law.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this ___ day of ____________, 20__

Energy Improvement Corporation

By: __________________________
   Name: ____________________
   Title: ______________________

Acknowledged and Agreed:

this ___ day of ____________, 20__

[Capital Provider]

Acknowledged and Agreed:

this ___ day of ____________, 20__

[Property Owner]
STATE OF NEW YORK
COUNTY OF _____________

) ss.  

) ______________________, 2019

On this the ___ day of __________________ 20___, before me ______________________, the undersigned officer, personally appeared ______________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of the Energy Improvement Corporation, acting on behalf of [County/City/Town/Village].

____________________________________
Notary Public
STATE OF NEW YORK
COUNTY OF ____________

) ) ss.

) )

___________, 2019

On this the ___ day of _____________ 20___, before me _______________________,
the undersigned officer, personally appeared ______________________, known to me
(or satisfactorily proven) to be the person whose name is subscribed to the within instrument and
acknowledged that he/she executed the same for the purposes therein contained and that he/she
acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an
authorized officer of the [Capital Provider], and the free act and deed of said body politic and
corporate, before me.

________________________________________
Notary Public
On this the ___ day of ______________ 20___, before me _______________________, the undersigned officer, personally appeared ________________________, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained and that he/she acknowledged the same to be his/her free act and deed, before me, in his/her capacity as an authorized officer of [Property Owner], and the free act and deed of said body politic and corporate, before me.

__________________________
Notary Public
Received for Record: _____________, 20____ at _______ A.M./P.M.

Recorded in the _________________ land records at Volume _________, Page ________.

Clerk of [County/City/Town/Village]
Energize NY Open C-PACE channels private capital to commercial and non-profit building owners to make energy upgrades to their buildings, enabling them to improve their properties, lower operating expenses and positively impact their communities.

Property Assessed Clean Energy (PACE) financing is a public benefit authorized by state and local law, with repayment secured through a benefit assessment lien on the improved property.

The Energy Improvement Corporation (EIC), a non-profit, statewide local development corporation, administers Energize NY Open C-PACE on behalf of its member municipalities.

Energize NY Open C-PACE differs from traditional bank loans:

- Financing is available for up to 100% of the project cost, or can be combined with other financing
- Competitive private financing from EIC-approved capital providers
- Customizable loan terms up to the expected life of the improvement(s) (generally 20-30 years)
- Benefit assessment lien is subordinate to municipal taxes and senior to other liens (consent from mortgage holder is required)
- Automatically transfers to new owner upon sale of property
- Available for energy efficiency and renewable energy measures (Projects are qualified according to NYSERDA's C-PACE Guidelines)

Open C-PACE paves the way for higher levels of energy efficiency or renewable energy to be included as part of a building's redevelopment or rehabilitation – and might be the pivotal element needed to move the project forward.

Visit www.EnergizeNY.org or Call (914) 302-7300 x8105
Enabling Open C-PACE in your community

- Municipalities must pass a local law and sign an EIC municipal agreement to offer Energize NY Open C-PACE. EIC provides template documents.
- Any New York State municipality with tax lien authority is eligible.
- Open C-PACE is available to all local municipalities within a member county except for cities that have tax lien authority, which must join separately.

Benefits to member municipalities:
- No fees to join
- No responsibility for program administration
- No financial exposure for the municipality

Once Open C-PACE is enabled, the member municipality provides the public benefit of PACE and EIC administers the program.
- EIC records the lien on the land record.
- EIC bills the property owner directly and administers collection of the payment.
- The capital provider enforces the PACE lien only after paying any delinquent municipal taxes owed by the property owner to the municipality.

Questions? Visit www.EnergizeNY.org or call (914) 302-7300 x8105
ENERGIZE NY OPEN C-PACE FINANCING PROGRAM HANDBOOK

Introduction

The Energy Improvement Corporation (EIC) offers the Energize NY Open C-PACE Program ("Open C-PACE" or the "Program") to eligible property owners in order to provide financing for property improvements that are energy efficient or that incorporate renewable energy systems. EIC is a local development corporation and a New York State nonprofit established specifically to assist municipalities and property owners with improving buildings to lower energy costs, generate renewable energy, and support the growth of a clean energy economy.

The Program provides an alternative to traditional equity or unsecured loans by using an innovative form of financing called Commercial Property Assessed Clean Energy (C-PACE) financing. Under C-PACE financing, third-party capital providers provide direct funding to the property owner for up to 100% of the cost of the energy improvements. The loan is secured by a voluntary special assessment on the Property (a "Benefit Assessment Lien") and is repayable by the property owner in annual installments over a term not to exceed the useful life of the Improvements.

The Program is authorized by New York State General Municipal Law Article 5-L, however, Open C-PACE must be enabled at the local level. Counties and municipalities interested in extending PACE financing to their commercial property owners must adopt a Local Law establishing the Program in the municipality and enter into a Municipal Agreement with EIC to administer the Program on its behalf.

PACE Project Process

Below are the detailed steps in putting together a PACE project.

1. Determine Property Eligibility

Financing by the Program is subject to the following Eligibility Requirements:

- The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;
- The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;
- Sufficient funds are available from Financing Parties to provide financing to the property owner;
- The property owner is current in payments on any existing mortgage on the Qualified Property;
- The property owner is current in payments on any real property taxes on the Qualified Property;
• The property owner is a commercial entity (OPEN C-PACE is only available for commercially owned properties. Qualifying property owners may be corporations (both for-profit and not-for-profit), limited liability companies, partnerships, real estate investment trusts (REITs), or any property owner other than a natural person that owns commercial real property.); and

• Such additional criteria, not inconsistent with the criteria set forth above, as the State, the Municipality, or EIC acting on its behalf, or other Financing Parties may set from time to time.

Ineligible Properties:

• Individually owned properties
• Government owned property (including public universities and school districts)

2. Determine Project Scope

Proposed improvements must be evaluated through a Qualified Energy Audit and/or a Renewable Energy System Feasibility Study using a NYSERDA approved process as referenced in the NYSERDA Commercial PACE Guidance Document and/or through an approved NYSERDA or local utility qualified energy program.

PACE Energy Auditors are required to have the credentials listed here (refer to pg. 6 of NYSERDA C-PACE Guidance).

Proposed improvements are then required to:

• Be permanently affixed to the property, and
• Satisfy NYSERDA’s Cost Benefit Ratio or use measures deemed cost effective by NYSERDA (refer to pg. 9 of NYSERDA C-PACE Guidance), or
• Conform to the NYSERDA list of Commercial PACE Eligible Renewable Energy System Technologies

3. Select C-PACE Capital Provider

C-PACE financing under the Program will be provided by private third-party capital providers in an open market model, and consequently a wide range of parties can provide C-PACE financing. It is up to the property owner to select the C-PACE capital provider.

4. Prepare Application and Gather Required Documents

A C-PACE project requires the submission of an application by the property owner or a capital provider to EIC. See Appendix A for a list of documents that will be submitted in order to close the financing.

5. Close on C-PACE Financing

C-PACE financing requires a set of contracts be put in place, wherein the property owner voluntarily agrees to the addition of the Benefit Assessment Lien on the property, and to be billed by EIC on behalf of the Municipality, in annual installment amounts until the full amount of the financing is paid.
APPENDIX A: REQUIRED TRANSACTION DOCUMENTS

- Application
- Energy Audit, including expected Cost Benefit Ratio and/or identification of pre-qualified measure listing, or Renewable Energy System Feasibility Study
- Weighted Average Life calculation of the improvements
- Scope of Work, which must include signed contracts or proposals for all measures
- Lender Consent from mortgagee
- Title Search completed within 60 days of closing, including search for last owner, bankruptcy, liens, and taxes
- Draft Finance Agreement, including Risk Disclosure, Reporting Disclosure, Utility Data Release Authorization Form, and Municipal Access to the project for 2 years after completion
- W-9 from the property owner

The following are required for final disbursement upon completion of installation of the improvements:

- Confirmation from a NYSERDA or utility program that the improvements were installed, or
- Receipt of paid invoices for the cost of the improvements and a site inspection by a municipal corporation-approved inspector or a certificate of completion signed by the installer and the property owner
- Utility Permission to Operate notice for renewable energy generation

June 28, 2019
October 15, 2019

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

Dear Chairman Joyce:

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

I am respectfully requesting approval for a transfer of funds to cover expenditures for Department 3110 (Sheriff's) through the year end of 2019.

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

Sincerely,

Craig D. Apple, Sr.
SHERIFF

ATT.
Cc: Hon. Daniel P. McCoy, County Executive
Hon. Paul Miller, Public Safety Chairman
Hon. Wanda Willingham, Audit and Finance Committee
Kevin Cannizzaro, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: OCTOBER 1, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT.

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 518-447-5440

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

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

CONCERNING CONTRACT AUTHORIZATION,
STATE THE FOLLOWING:
TYPE OF CONTRACT
CHANGE ORDER/CONTRACT AMENDMENT
PURCHASE (EQUIPMENT/ SUPPLIES)
LEASE (EQUIPMENT/SUPPLIES)
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT:
RENEWAL
SUBMISSION DEADLINE DATE

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

STATE THE FOLLOWING:

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

AMOUNT/RATE SCHEDULE/FEES:

TERM:

SCOPE OF SERVICES:

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO

FUNDING SOURCE:

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:

BOND (RES. NO. & DATE OF ADOPTION):

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE: YES X NO

IF MANDATED CITE AUTHORITY COMPTROLLER'S OFFICE

ANTICIPATED IN CURRENT ADOPTED BUDGET:

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER:

DATE OF ADOPTION:

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

TRANSFER OF FUNDS TO COVER EXPENDITURES FOR DEPARTMENT 3110 (SHERIFFS)
THRU YEAR END 2019

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

SUBMITTED BY: CRAIG D APPLE SR

TITLE: SHERIFF
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<th>ACCOUNT NO.</th>
<th>FUND CONTROL STATE POSITION</th>
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**TOTAL APPROPRIATIONS:**

- AUTOMOBILE PARTS/SUPPLIES: $100,000
- CAR WASH: $20,000
- SHERIFFEOF SUPPLIES: $5,000
- SHERIFFS: $40,000
- OFFICE MACHINERY: $12,000
- OFFICE SUPPLIES: $9,000
- ELECTRONICS: $15,000
- ELECTRONICS: $18,000
- TOTAL PAYROLL: $40,000
- TOTAL PAYROLL: $40,000
- TOTAL PAYROLL: $40,000
- TOTAL PAYROLL: $40,000
October 15, 2019

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

Dear Mr. Joyce:

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

I respectfully request a resolution authorizing the Legislature to bond funding in the amount of
$1,500,000.00 to allow for the Law Enforcement Division of the Albany County Sheriff's Office to
make several modifications and upgrades to the Public Safety Building located in Clarksville, New
York. This project and funding has already been approved and in in the 2020 Capital Plan.

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

Sincerely,

Craig D. Apple, Sr.
SHERIFF

Att.
cc: Honorable Daniel P. McCoy, County Executive
Honorable Paul Miller, Public Safety Chairman
Honorable Wanda Willingham, Audit & Finance Committee
Honorable Kevin Cannizzaro, Esq., Majority Counsel
Brandon Russell, Esq., Majority Counsel
Arnis Zilga, Esq., Minority Leader
REQUEST FOR LEGISLATIVE ACTION

DATE: OCTOBER 11, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D. APPLE SR
TELEPHONE: 487-5438

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

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

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

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

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

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

FISCAL IMPACT - FUNDING: (Dollars or Percentages)
FEDERAL
STATE
COUNTY 100%
TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 184 OF 2018
DATE OF ADOPTION: 4/9/2018

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
The Albany County Sheriff's Office Respectfully Requests Legislative Approval
of a Bond Resolution Authorizing $1,500,000 To be Used
In the Renovation and Modification to Upgrade the Albany County Sheriff's
Office Public Safety Building Located at 58 Verda Ave. in Clarksville.
This Project Has Been Included in Our 2020 Capital Plan

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
RESOLUTION NO. 184

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE ALBANY COUNTY SHERIFF'S OFFICE PUBLIC SAFETY BUILDING, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $2,200,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $2,200,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 4/9/18
By: Audit and Finance Committee

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project for the Albany County Sheriff's Office Public Safety Building located at 58 Verda Avenue in the Hamlet of Clarksville in the Town of New Scotland consisting of the reconstruction and renovation of the interior of the building to maximize space and upgrade the technology and electrical systems, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2018 Capital Plan in the County's 2018-2022 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $2,200,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $2,200,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $2,200,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which $2,200,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00a.12(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed $2,200,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.

Section 3. The following additional matters are hereby determined and stated:
(a) The facility described above is a class "A" building, as defined in Section 11.00a.11(a) of the Law.
October 15, 2019

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

Dear Mr. Joyce:

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

I respectfully request a resolution authorizing the Legislature to bond funding in the amount of $1,000,000.00 to allow for the Albany County Sheriff’s Office to make renovations, modifications and upgrades relative to the E-911 / Emergency Management Project currently under way at the Albany County Nursing Home property. This project and funding has already been approved and in in the 2020 Capital Plan.

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

Sincerely,

Craig D. Apple, Sr.
SHERIFF

Att.
cc: Honorable Daniel P. McCoy, County Executive
    Honorable Paul Miller, Public Safety Chairman
    Honorable Wanda Willingham, Audit & Finance Committee
    Honorable Kevin Cannizzaro, Esq., Majority Counsel
    Brandon Russell, Esq., Majority Counsel
    Arnis Zilgme, Esq., Minority Leader
REQUEST FOR LEGISLATIVE ACTION

DATE : OCTOBER 11, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D. APPLE SR
TELEPHONE: 487-5438

DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING:

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

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

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

STATE THE FOLLOWING:

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

______________________________________________________________________________________________

AMOUNT/RATE SCHEDULE/ FEE:

TERM:

SCOPE OF SERVICES: _______________________________________________________________________

______________________________________________________________________________________________

CONTRACT FUNDING:

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

CONCERNING ALL REQUESTS:

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

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

______________________________________________________________________________________________

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL ________________________________
STATE ________________________________
COUNTY 100%

TERM/LENGTH OF FUNDING 12 MONTHS 1/1/20 THRU 12/31/20

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 97 of 2019
DATE OF ADOPTION: 3/11/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THE ALBANY COUNTY SHERIFF'S OFFICE RESPECTFULLY REQUESTS LEGISLATIVE APPROVAL
OF A BOND RESOLUTION AUTHORIZING $1,000,000 TO BE USED
IN THE RENOVATION, MODIFICATION AND RELOCATION OF OUR E-911 DEPT. INTO THE
SHAKER WING OF THE ALBANY COUNTY NURSING HOME. THIS PROJECT HAS
BEEN INCLUDED IN OUR 2020 CAPITAL PLAN.
BACK-UP MATERIAL SUBMITTED (I.E. APPLICATION/APPROVAL NOTICES FROM FUNDING SOURCE,
BID TABULATION SHEET, CIVIL SERVICE APPROVAL NOTICE, PROGRAM ANNOUNCEMENT, CONTRACTS
AND/OR ANY MATERIALS WHICH EXPLAIN OR SUPPORT THE REQUEST FOR LEGISLATIVE ACTION.)

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

______________________________________________________________________________________________

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
RESOLUTION NO. 97

BOND RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK, AUTHORIZING THE UNDERTAKING OF A CAPITAL PROJECT FOR THE EMERGENCY 911 COMMUNICATIONS CENTER, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $8,000,000, APPROPRIATING SAID AMOUNT THEREFOR, AND AUTHORIZING THE ISSUANCE OF $8,000,000 OF SERIAL BONDS OF SAID COUNTY TO FINANCE SAID APPROPRIATION

Introduced: 3/11/19
By Audit and Finance Committee:

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

Section 1. The County of Albany, New York (the "County") is hereby authorized to undertake a capital project at the Albany County Nursing Home consisting of the design, demolition, renovation, construction modifications, relocation, and installation of existing communications equipment as well as the purchase of additional communications equipment, including any necessary site work and the acquisition and installation of furnishings, equipment, machinery and apparatus for the foregoing purposes, together with the preparation of planning, engineering and feasibility studies and review, as further described in the 2019 Capital Plan in the County's 2019-2023 Capital Program, as amended and supplemented (hereinafter referred to as the "Capital Program"). The estimated maximum cost of said specific object or purpose, including preliminary costs and costs incidental thereto and the financing thereof (including the costs relating to the issuance of the obligations authorized by this resolution), is an amount not to exceed $8,000,000 and said amount is hereby appropriated therefor. The plan of financing includes the issuance of an amount not to exceed $8,000,000 of serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in such series and amounts as may be necessary to pay the cost thereof, but in no event in excess of $8,000,000 to pay the costs of the capital project.

The period of probable usefulness of the specific object or purpose herein authorized and for which $8,000,000 of said serial bonds are herein authorized to be issued, within the limitations of Section 11.00(a)(12)(a)(1) of the New York Local Finance Law (the "Law"), is twenty-five (25) years.

Section 2. Serial bonds (and bond anticipation notes in anticipation of the issuance of such serial bonds) in the aggregate principal amount not to exceed $8,000,000 to finance said appropriation are hereby authorized to be issued pursuant to the provisions of the Law.
MEMO

TO: Hon. Andrew C. Joyce, Chairman
Albany County Legislature

FROM: Albany County Board of Elections

RE: Funding for E-Poll Book, Connectivity & On-Demand Ballot Printer Acquisition

DATED: October 18, 2019

The Albany County Board of Elections is in the process of acquiring electronic poll books, on-demand ballot printers and related software and peripherals for use in connection with the implementation of early voting. You may recall, as set forth in a previous memo, dated September 9, 2019, submitted in connection with our request for legislative authorization of a capital projects reimbursement grant (Resolution #408 for 2019), that the New York State Legislature had approved two state-wide grants to assist county boards of election with the implementation of early voting. The first grant is a $14 million capital projects grant, Albany County’s allocated share of which is $255,598. In connection therewith, the County Legislature has, by way of Resolution #408, authorized the County Executive to enter into an agreement with the State Board of Elections for reimbursement of early voting costs incurred by the County of Albany during the period April 12, 2019 through December 31, 2020 in an amount not to exceed $255,598. The second grant, created by Chapter 53 of the Laws of 2019, is a $10 million aid-to-localities grant, Albany County’s allocated share of which is $191,444.

Both of these grants are reimbursement grants, which means that the counties must make the expenditures to acquire the product and services up front and then seek reimbursement from the State.

We have received a proposed contract from the State Board of Elections with respect to the aid-to-localities grant, a copy of which is annexed hereto.

The proposed contract requires legislative authorization. We are submitting a request for legislative authorization similar to the one pertaining to the capital projects grant, i.e., to approve the submission of the grant application and to enter into a contract with the State Board of Elections for reimbursement of county monies spent in connection with the implementation of early voting.
As indicated in our memo of September 9, 2019, we estimate that the cost of acquiring the necessary hardware, software and peripherals, pay the necessary software licensing fees and establish county-wide data connectivity for the electronic poll books is $583,256.50, $447,042 of which is eligible for reimbursement from the two grants. The acquisition and set-up costs are broken down as follows:

**Poll Pad Licensing & Peripherals**

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<tr>
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<th>Cost</th>
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<tr>
<td>Poll Pad Stands (350 units)</td>
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<td>9-ft. USB Cables (350 units)</td>
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<td>5,400.00</td>
</tr>
<tr>
<td>Printer Transport Case (18 units)</td>
<td>2,250.00</td>
</tr>
<tr>
<td>Poll Pad Transport Case (332 units)</td>
<td>33,200.00</td>
</tr>
<tr>
<td>Onsite Poll Worker Training (4 Days)</td>
<td>8,000.00</td>
</tr>
<tr>
<td>Year 2 Software Licensing Fee (350 units)</td>
<td>35,000.00</td>
</tr>
</tbody>
</table>

**IPads**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ipad Acquisition (350 units)</td>
<td>73,498.50</td>
</tr>
<tr>
<td>Ipad Connectivity (350 units for 12 Months)</td>
<td>125,958.00</td>
</tr>
</tbody>
</table>

**On-Demand Ballot Printers**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Poll Print Tablets, Printers &amp; Peripherals (18 units)</td>
<td>37,350.00</td>
</tr>
<tr>
<td>Year 2 Software Licensing Fee (18 units)</td>
<td>4,050.00</td>
</tr>
<tr>
<td>Poll Print Cabinets with Battery Backup (18 units)</td>
<td>36,000.00</td>
</tr>
<tr>
<td>Poll Print Cabinet Covers (18 units)</td>
<td>5,400.00</td>
</tr>
<tr>
<td>Tripp Lite Surge Protectors (18 units)</td>
<td>900.00</td>
</tr>
<tr>
<td>Election Support (Year 1)</td>
<td>1,000.00</td>
</tr>
</tbody>
</table>

**Total**: $583,256.50

We view this project as essential to the proper implementation of early voting and urge its favorable reception in the Albany County Legislature. Thank you for your consideration.
REQUEST FOR LEGISLATIVE ACTION
RLA #2586: Contract Authorization and Budget Amendment for Board of Elections

DATE: Friday, October 18, 2019

DEPARTMENT:
Board of Elections
Contact Person: Rachel Bledi, Commissioner
Telephone: 518-487-5070

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

Concerning Budget Amendments
State the Following:
- Increase Account/Line No.
- Source of Funds: Contractual; Equipment; Revenue
- Title Change: New York State and Albany County

Concerning Contract Authorization
State the Following:
- Type of Contract:
  - Change Order/Contract Amendment
  - Purchase (Equipment/Supplies)
  - Lease (Equipment/Supplies)
  - Requirements Professional Services
  - Education/Training
  - Grant:
    - New
    - Renewal
    - Submission Deadline Date
  - Settlement of a Claim
  - Release of Liability
  - Other: (State briefly)

FOR COUNSEL USE ONLY
Date Received: __________________
Received by: __________________
Method: Hand: ________
Courier: ________
Mail: ________

Rachel Bledi, Deputy Commissioner
CONCERNING CONTRACT AUTHORIZATION (Cont'd)
STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address) New York State Board of Elections
40 North Pearl St., Suite 5
Albany, NY 12207

Amount/Raise Schedule/Fee: $447,042.00

Scope of Services: The Albany County Board of Elections is in the process of acquiring electronic poll books, on-demand ballot printers and related software and peripherals for use in connection with the implementation of early voting. We are submitting a request for legislative authorization to approve the submission of the grant application and to enter into a contract with the State Board of Elections for reimbursement of county monies spent in connection with the implementation of early voting through the Aid to Localities Grant.

Contract Funding:
Bond Res. No.: 
Date of Adoption: 

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes
If Mandated Cite: Authority 
Anticipated in Current Adopted Budget: No

County Budget Accounts: 
Revenue

<table>
<thead>
<tr>
<th>Account Code</th>
<th>Line</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>AA1450</td>
<td>22050</td>
<td>$409,628.00</td>
</tr>
<tr>
<td>AA1450</td>
<td>44046</td>
<td>$37,414.00</td>
</tr>
</tbody>
</table>

Fiscal Impact - Funding: (Dollars or Percentages)
Federal 0%
State 100%
County 0%
Local 0%

Term/Length of Funding: 

Impact on Pending Litigation: No

If yes, please explain: 

Previous Requests for Identical or Similar Action
Resolution/Law Number 408
Date of Adoption

Justification: (State briefly why legislative action is requested)
The Albany County Board of Elections is in the process of acquiring electronic poll books, on-demand ballot printers and related software and peripherals for use in connection with the implementation of early voting. We are submitting a request for legislative authorization to approve the submission of the grant application and to enter into a contract with the State Board of Elections for reimbursement of county monies spent in connection with the implementation of early voting through the Aid to Localities Grant.
<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>REVISED BUDGET DEPARTMENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9 1450 22050</td>
<td>Computer Equipment fees for services (verizon data Oct-Dec)</td>
<td>$ 409,628.00</td>
<td>$ 419,628.00</td>
<td>Board of Elections</td>
</tr>
<tr>
<td>A9 1450 44046</td>
<td></td>
<td>$ 37,414.00</td>
<td>$ 212,414.00</td>
<td>Board of Elections</td>
</tr>
</tbody>
</table>

TOTAL APPROPRIATIONS 447,042.00 0.00

A 1450 03023 Electronic Poll Books Capital Grant Project $ 447,042.00 $ 447,042.00 Board of Elections

ESTIMATED REVENUES

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
<th>INCREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
</table>

TOTAL ESTIMATED REVENUES 0.00 447,042.00

GRAND TOTALS 447,042.00 447,042.00
<table>
<thead>
<tr>
<th>STATE AGENCY (Name &amp; Address):</th>
<th>BUSINESS UNIT/DEPT. ID:</th>
<th>CONTRACT NUMBER:</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York State Board of Elections 40 North Pearl Street, Suite 5 Albany, NY 12207</td>
<td>BOE01/1110000</td>
<td>BOE01 - C004071- 1110000</td>
</tr>
<tr>
<td>CONTRACTOR SFS PAYEE NAME:</td>
<td>CONTRACT TYPE:</td>
<td></td>
</tr>
<tr>
<td>Albany County</td>
<td>☐ Multi-Year Agreement □ Simplified Renewal Agreement ☑ Fixed Term Agreement</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR DOS INCORPORATED NAME:</td>
<td>TRANSACTION TYPE:</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>☑ New □ Renewal □ Amendment</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR IDENTIFICATION NUMBERS:</td>
<td>PROJECT NAME:</td>
<td></td>
</tr>
<tr>
<td>NYS Vendor ID Number: 1000002428 Federal Tax ID Number: 14-6002563 DUNS Number (if applicable):</td>
<td>Early voting aid to localities grant</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR PRIMARY MAILING ADDRESS:</td>
<td>AGENCY IDENTIFIER:</td>
<td></td>
</tr>
<tr>
<td>112 State Street Albany, NY 12207</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CONTRACTOR PAYMENT ADDRESS:</td>
<td>CFDA NUMBER (Federally Funded Grants Only):</td>
<td></td>
</tr>
<tr>
<td>☐ Check if same as primary mailing address</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>CONTRACT MAILING ADDRESS:</td>
<td>CONTRACTOR STATUS:</td>
<td></td>
</tr>
<tr>
<td>☐ Check if same as primary mailing address</td>
<td>☐ For Profit ☑ Municipality, Code:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Tribal Nation</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Individual</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Not-for-Profit</td>
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<tr>
<td></td>
<td>Charities Registration Number:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Exemption Status/Code:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ Sectarian Entity</td>
<td></td>
</tr>
</tbody>
</table>
CURRENT CONTRACT TERM:
From: 04/12/2019 To: 12/31/2020

CURRENT CONTRACT PERIOD:
From: To:

AMENDED TERM:
From: To:

AMENDED PERIOD:
From: To:

CONTRACT FUNDING AMOUNT
(Multi-year - enter total projected amount of the contract; Fixed Term/Simplified Renewal - enter current period amount):
CURRENT: $191,443.52

AMENDED:
FUNDING SOURCE(S)

- State
- Federal
- Other

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

<table>
<thead>
<tr>
<th>#</th>
<th>CURRENT PERIOD</th>
<th>CURRENT AMOUNT</th>
<th>AMENDED PERIOD</th>
<th>AMENDED AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ATTACHMENTS PART OF THIS AGREEMENT:

- Attachment A: A-1 Program Specific Terms and Conditions
  - A-2 Federally Funded Grants

- Attachment B: B-1 Expenditure Based Budget
  - B-2 Performance Based Budget
  - B-3 Capital Budget
  - B-1(A) Expenditure Based Budget (Amendment)
  - B-2(A) Performance Based Budget (Amendment)
  - B-3(A) Capital Budget (Amendment)

- Attachment C: Work Plan
- Attachment D: Payment and Reporting Schedule
- Other: Attachment E: Funding Schedule

Contract Number: #BOE01 - C004071- 1110000
Page 2 of 2
Master Grant Contract, Face Page
IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>STATE AGENCY: NYS Board of Elections</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany County</td>
<td></td>
</tr>
<tr>
<td>By: _____________________________</td>
<td>By: _____________________________</td>
</tr>
<tr>
<td>Printed Name</td>
<td>Printed Name</td>
</tr>
<tr>
<td>Title: ___________________________</td>
<td>Title: Co-Executive Director</td>
</tr>
<tr>
<td>Date: ___________________________</td>
<td>Date: ___________________________</td>
</tr>
</tbody>
</table>

STATE OF NEW YORK

County of _____________________________

On the ___ day of __________, ____, before me personally appeared __________________, to me known, who being by me duly sworn, did depose and say that he/she resides at ______________________, that he/she is the ______________________ of the ______________________, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary) __________________________________________

ATTORNEY GENERAL'S SIGNATURE | STATE COMPTROLLER'S SIGNATURE

______________________________ | ________________________________

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Printed Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title: ___________________________</td>
<td>Title: ___________________________</td>
</tr>
<tr>
<td>Date: ___________________________</td>
<td>Date: ___________________________</td>
</tr>
</tbody>
</table>

Contract Number: # BOE01 - C004071- 1110000
Page 1 of 1, Master Contract for Grants Signature Page
STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

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

WITNESSETH:

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

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than
five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

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

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

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

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

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section 1B herein, it shall be subject to the approval of the AG and

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

\(^2\) To the extent that the terms of Attachment A-2 are required by federal requirements and conflict with other provisions of the Master Contract, the federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).
OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.


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

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

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor’s designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

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

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

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

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

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

O. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under
the Master Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding, or requesting any regulatory relief from any of the State of New York, the State Agency, or any county, or other local government entity.

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

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

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

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

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

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

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

---

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

Contract Number: #ROE01-C004071-1110000
Page 5 of 25, Master Contract for Grants - Standard Terms and Conditions
rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-2 (Federally Funded Grants) hereto.

II. TERM, TERMINATION AND SUSPENSION

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

B. Renewal:

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

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

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

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

1. Grounds:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(5) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor’s expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Master Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency’s discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Master Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Master Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor’s responsibility.

f) Force Majeure: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a “force majeure.” For purposes of the Master Contract, “Force majeure” shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a) Service of notice: Written notice of termination shall be sent by:

   (i) personal messenger service; or
(ii) certified mail, return receipt requested and first class mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC’s procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

7. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, “Full Execution” shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Master Contract shall be governed by Article 11-B of the State Finance Law.
B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

3. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

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

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

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

   a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).
The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15\%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

5. The State shall not be liable for payments on the Master Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

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

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

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

E. Refunds:

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

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

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

G. Program and Fiscal Reporting Requirements:

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

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

(i) **Narrative/Qualitative Report**: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) **Statistical/Quantitative Report**: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) **Expenditure Report**: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) **Final Report**: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) **Consolidated Fiscal Report (CFR)**: The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

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

(i) **Progress Report**: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.
(ii) Final Progress Report: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

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

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be wholly responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Master Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. The Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. Prior to executing a subcontract, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. When a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as
applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use Of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Master Contract for any activity other than those provided for under the Master Contract, except with the State’s prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

   a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

   b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor’s cost and expense upon the expiration of the Master Contract.

   c) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor’s regular business hours.

   d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment.

   e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

   f) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Master Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
g) No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Master Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

   (i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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

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

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

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

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

2. Cost Allocation:

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

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

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

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only
for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State’s name or other such references to the State in any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

   a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

   b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the applicable Federal funding agency.

3. Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section V(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.
I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-c of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Master Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-c or Section 239 of the Labor Law.

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

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment,
promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

   c) The Contractor agrees to make reasonable efforts to provide notification to State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification
in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

L. Workers' Compensation Benefits:

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

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

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

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

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.
2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s)
occur requiring an amendment or as new information material to such Questionnaire becomes
available.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\[9\] Not applicable to not-for-profit entities.

Contract Number: # B0EUT - O0U4U/7 - 111U0000

Page 25 of 25, Master Contract for Grants - Standard Terms and Conditions
County Boards of Elections reimbursement program for eligible expenses related to implementing early voting

The New York State Aid to Localities Budget authorizes $10 million for use by county boards of elections to implement early voting. The State Board of Elections establishes the following program to reimburse county boards of elections for eligible expenses to implement early voting based on a plan it submits and subject to the approval of the director of the division of budget.

On January 24, 2019, New York State adopted Chapter 6 of the Laws of 2019 establishing nine days of early voting prior to each election administered by county boards of elections, beginning with the November 2019 General Election. An Early Voting State Assistance Grant Program is hereby established to put into place a contract/reimbursement process to guide county boards of elections and State Government partners through a voucher reimbursement process.

This grant fund distribution program does not provide for the direct release of State funds to counties.

County boards of elections may submit a claim for payment, after the purchase of such products and services with county funds, for reimbursement of either some or all those costs, provided the purchases were reasonable, allowable and allocable. Substantial evidence must be included with each claim, and prior to the award of any reimbursement, all claims will be reviewed for the products' and/or services' compliance with the NYSBOE guidelines for allowable expenses. Reimbursement will be made for allowable costs which have not previously been claimed for reimbursement for the same expenses elsewhere.

To receive reimbursement, county boards of elections must complete and submit a claim for payment to the State Board of Elections. Forms to be completed are included in the claim for payment section of Attachment A-1.
New York State Board of Elections  
40 N Pearl Street, 5th Floor, Albany, New York 12207  
Attachment A-1

<table>
<thead>
<tr>
<th>General Information</th>
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<tbody>
<tr>
<td><strong>Purpose of Program</strong></td>
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<tr>
<td><strong>Submission of Reimbursement Request</strong></td>
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<tr>
<td><strong>Duration of Early Voting State Assistance Grant Program</strong></td>
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Such funds may be used to reimburse county boards of elections for eligible expenditures made in securing products or services related to the implementation of early voting.

**Requirements:**

1. Each claim for payment must be fully completed. Missing information may result in a delay, or your county may not receive reimbursement for the items requested.

2. Each claim for payment must describe how the county board of elections has expended funds to meet or implement the general requirements of Early Voting. Each claim for payment must be accompanied by all exhibits that are specified herein.
3. County Boards should submit a claim for payment for the total sum of money expended in furtherance or implementation of Early Voting, as available to the respective county board, pursuant to the attached funding schedule, Attachment E. Claims for payment made in excess of the county’s available funds will be decreased to their available amount and paid as such.

4. The request for the reimbursement of funds must be directly associated with products and services which will serve all voters, without exclusion.

5. The county board of elections must certify that funds have been expended according to the budget and workplan submitted under Attachment B1 & C, which must be included and incorporated herein.

6. The County agrees to submit to the State Board of Elections, copies of all executed contracts, payment vouchers, or other financial documentation that is required to document the county board of elections' expenditures under the provisions of the Early Voting State Assistance Grant Program.

7. The requirements of the Early Voting State Assistance Grant Program are subject to modification by the State Board of Elections as they may deem necessary and appropriate.

8. The County governing body must be informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the receipt and use of these funds. A copy of such written notice shall be attached to the claim for payment.

9. The County acknowledges that all funds received are subject to audit by appropriate state agencies.

10. The County agrees to retain all cost supporting records and documentation for a period of six years from the date that it receives its final Early Voting State Assistance Grant Program reimbursement payment from the State Board or the final audit of its financial records is completed by a certified public accountant or other independent governmental auditor, whichever is later.

11. The County agrees to comply with all applicable State, and local procurement laws, regulations and directives. The County agrees to comply with all bidding regulations and directives, where required to do so.
12. Funds reimbursed under this program may not be used for expenses unrelated to the approved program.

**Allowable expenses include:**

- Early Voting election inspectors, coordinators, technicians, custodians or temporary staff serving to implement early voting.
- Expenses related to rent or lease of early voting location(s)
- Expenses related to establishing physical security of early voting systems, voting systems, ballots, electronic poll books, on-demand ballot scanners and associated early voting materials at early voting locations
- Expenses related to providing temporary accessibility improvements at early voting poll sites
- Expenses related to temporary workers or overtime related to pre-election qualification testing of early voting election systems
- Translators/translation services for early voting
- Additional voting systems and/or memory devices to implement early voting
- Expenses related to developing or implementing early voting communication plan
- Expenses related to providing redundant list of registration records in a compressed format to ensure early voting continues if the electronic computer-generated registration system becomes unavailable for any poll site or election district that utilizes such an electronic computer-generated registration list.
- E-Poll Book systems and associated software
- Signature pad
- Barcode Scanner
- On-demand ballot printers
- Initial purchase of related cyber security software
- Connectivity devices including but not limited to network switches, router or MiFi
- Connectivity services at early voting site or board of elections facilities to implement early voting
New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

- Signs or notices required for early voting poll sites
- Thermal Receipt Printer
- Paper rolls for printing from E-Poll Books secure memory devices for transferring data on an E-Poll Book system.
- Related ink, toner, drums or waste toner for E-Poll Book printers or on-demand ballot printers
- Stylus for touch screen interfacing, including those specially designed to assist voters with disabilities
- Extension cords
- Accessible cord and wire shields - to provide accessible path of travel at early voting sites
- Carts for moving on demand ballot printers and E-Poll Book systems
- Ballot boxes or bags for secure storage and transport of ballots (in poll site, travel to and from board of elections offices and satellite facilities, and to meet 22-month retention requirements)
- Security containers, pouches or bags for secure storage and transport of e poll book system, memory cards, canvass reports, voting system results tapes, transmittals and other similar E-Poll Book system-related items
- In order to implement Early Voting, E-Poll Book and on-demand ballot printer training for election day workers and Board of Elections staff
- Training supplies, including computers, projectors, brochures, and handbooks
- Materials to be used in educating voters on E-Poll Book and on demand ballot printer procedures (no promotional items such as coloring books, balloons, t-shirts, etc.)
- Improvements made to a warehouse or storage facility which is used to house E-Poll Books or on-demand ballot printers
- Improvements made to office space used by the county board of elections for E-Poll Books or on-demand ballot printers
- Expenses related to transporting and support of voting equipment, ballot scanners, ballot marking devices, ballots, E-Poll Books or on-demand ballot printers (lease, rental or purchase) between board of elections facilities and early voting poll sites
New York State Board of Elections  
40 N Pearl Street, 5th Floor, Albany, New York 12207  

Attachment A-1  

- Equipment used within a county board of elections storage facility or service center to secure and/or move E-Poll Books or on-demand ballot printer equipment, such as swipe card access systems, closed-circuit monitoring systems, pallet jacks, scissor lifts, etc.

**IMPERMISSIBLE EXPENSES include, but are not limited to:**

- Funds expended for lobbying  
- Funds expended for partisan political purposes  
- Funds expended for campaigns for elected offices or ballot issues  
- Entertainment, meals, lodging and alcoholic beverages  
- Fundraising  
- Funds expended for litigation or the payment of fines  
- Association dues  
- Costs for cell phones with associated contract plans  
- Funds expended to conduct voter outreach or other training efforts which in way whatsoever, whether real or implied, name any elected public official

**Claim for Payment/Request for Reimbursement:**

The State Board of Elections will not process requests for reimbursement of payments to any supplier of goods and/or services without having all of the following in its possession:

- Narrative Summary: If funding is being requested for more than one project, item or service, the narrative section should include information for each project and/or item. After developing the narrative section as outlined, the claim for payment should include a summary.
  - The purpose of the expenditure of county funds
  - The mythology/means to address the implementation of early voting
  - The actual cost to address the implementation of early voting
- A properly authorized purchase document.
- Documentation verifying the goods/services were satisfactorily received and/or performed.
- Original receipts/Proofs of payment.
New York State Board of Elections  
40 N Pearl Street, 5th Floor, Albany, New York 12207  
Attachment A-1

- Copy of executed Attachment B1 & C.
- An accurate and correct supplier invoice.

An ‘accurate’ invoice is defined as including the following:

- County Board of Elections order number or contract number.
- Identification of goods acquired, quantities, unit price, extension, description, etc.
- Services provided, service period, unit price (i.e. hourly, monthly) and quantity applicable to service.
- Accurate billing address as stated on the purchase order or contract.
- Supplier invoice number.
- Supplier invoice date.
- Supplier name and remittance address.

Terms and Conditions and Assurances

In order to have costs reimbursed, county Boards of Elections must certify the following:

- Expenditure of funds was the most reasonable, economical and responsible way to further the goals of or implement Early Voting.
- The County governing body has been informed in writing by the county board of elections, of the terms and conditions of this Agreement that apply to the reimbursement of these funds. A copy of such written notice is attached to the Claim for Payment.

Budget:

All applicants must follow the criteria below when preparing their budgets and complete the standard budget format (Attachment B1 & C).

- All requested reimbursements must be deemed reasonable, allowable, and allocable.
- Appropriate receipts and proof of payment should be attached to the Claim for Payment.
New York State Board of Elections  
40 N Pearl Street, 5th Floor, Albany, New York 12207  
Attachment A-1

Claim for payment Form:

Submit the completed and signed claim for payment to:

New York State Board of Elections  
ATTN: Early Voting State Assistance Grant Program  
40 N Pearl Street, 5th Floor  
Albany, NY 12207-2729  
Email: Grants@elections.ny.gov

Review and Payment Process:

1. After receipt of the county board of elections' Claim for Payment, the State Board of Elections shall review the request to determine whether the funds expended by the county Board of Elections are eligible for reimbursement under this program.

2. The State Board of Elections will make every reasonable effort to review, determine approval or disapproval and so notify the county Board of Elections within two weeks of the receipt of the Claim for Payment. As the total amount of money available to each county for reimbursement of expenses is limited, the full reimbursement of the county's expenditures may not be covered by this program.

3. In the event that a Claim for Payment or a part thereof is rejected, the State Board of Elections shall provide details of what is being reimbursed, including a percentage representing the amount of reimbursement.

4. Payments will be issued by voucher on a reimbursement basis.

Administrative Requirements:

Appropriate records relating to the initial purchase and any subsequent reimbursement shall be required to be kept by the County Board of Elections for the balance of the calendar year in which they were made and for six (6) additional years thereafter.
Assistance:

For Early Voting State Assistance Grant Program assistance, contact:

New York State Board of Elections
Public Information Unit
Cortney Padlo or Mike Moschetti
40 N Pearl Street, 5th Floor
Albany, NY 12207
Ph # 518-474-1953
Email: Grants@elections.ny.gov
New York State Board of Elections  
40 N Pearl Street, 5th Floor, Albany, New York 12207  
Attachment A-1

We have read and understand the NYSBOE Attachment A-1 for receiving Early Voting State Assistance Grant Program reimbursement funds, and the associated terms, conditions and assurances for receipt of such funds, and certify that the County of ________________________________ is, or will be, as applicable, in compliance with these terms and conditions as specified.

_________________________  
Commissioner

_________________________  
Commissioner

Date: __/___/2019

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<th>Election Commissioner Contact Information</th>
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<tr>
<td>Name:</td>
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<th>County Finance Official's Contact Information</th>
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<tr>
<td>Name:</td>
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New York State Board of Elections
40 N Pearl Street, 5th Floor, Albany, New York 12207

Attachment A-1

Comments:
Attachment B-1 (Budget) & C (Workplan)

COUNTY ________________ DATE ________________
Early Voting Grant Program Workplan / Budget

If funding is being requested for more than one project, item or service, the narrative section should include information for each project, item or issue being addressed and the outcome achieved. After developing the narrative section as outlined, the Claim for Payment should include a summary.

<table>
<thead>
<tr>
<th>Narrative: Include (1) description of the expenditures necessary, with specific costs detailed, to implement early voting and the various accompanying services and/or accessories for which the County Board of Elections seeks reimbursement, (2) how the funding requested accomplishes the implementation of early voting; (3) affirmation that the costs are allowable, allocable and reasonable; and (4) how the County Board of Elections will evaluate the success of the expenditures in implementing early voting.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description of Expenditures:</td>
</tr>
<tr>
<td>How request implements early voting:</td>
</tr>
<tr>
<td>Are the costs listed allowable, allocable and reasonable?</td>
</tr>
<tr>
<td>□ Yes □ No</td>
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<tr>
<td>Evaluation of Expenditures:</td>
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<tr>
<td>Applicants Comments:</td>
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</tbody>
</table>

Continues to page 2
<table>
<thead>
<tr>
<th>Expense Category (see allowable expenses listed in Attachment A-1)</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
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<tr>
<td></td>
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</tr>
</tbody>
</table>

**Total Amount to be Vouchered:**

The __________ County Board of Elections intends to expend the following remaining balance be used in accordance with the Early Voting Grant Program requirements as outlined in Attachment A-1 of the contract:

**Workplan/Budget Total:**

To be completed by the New York State Board of Elections

<table>
<thead>
<tr>
<th>Early Voting Grant Funds Available:</th>
<th>Contract Amount*</th>
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<tbody>
<tr>
<td>Lesser of the Workplan/ Budget or Early Voting Grant Funds Available</td>
<td></td>
</tr>
</tbody>
</table>

COMMISSIONER SIGNS HERE ↓ COMMISSIONER SIGNS HERE ↓

______________________________  ________________________________
Printed Name                      Printed Name

______________________________  ________________________________
Date                              Date
ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the contractor agrees to accept a sum not to exceed the amount noted on the face page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment and Recoupment Language (if applicable):

1. The State agency will make an advance payment to the Contractor, during the initial period, in the amount of _______ percent (_____) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. Recoupment of any advance payment(s) shall be recovered by crediting (_____%) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

<table>
<thead>
<tr>
<th>Period:</th>
<th>Amount:</th>
<th>Due Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>______</td>
<td>________</td>
</tr>
<tr>
<td>N/A</td>
<td>______</td>
<td>________</td>
</tr>
<tr>
<td>N/A</td>
<td>______</td>
<td>________</td>
</tr>
<tr>
<td>N/A</td>
<td>______</td>
<td>________</td>
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</table>

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (select applicable frequency):

☐ Quarterly Reimbursement
   Due date ____________

☐ Monthly Reimbursement
   Due date ____________

☐ Biannual Reimbursement
   Due date ____________

☐ Fee for Service Reimbursement
   Due date ____________

Contract Number: # BOE01 - C004071- 1110000
Page 1 of 4, Attachment D – Payment and Reporting Schedule
II. REPORTING PROVISIONS

A. Expenditure-Based Reports (select the applicable report type):

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of
the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract.

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the
quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than _____ days after the end date
for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of
the Master Contract.

☐ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the
Master Contract, no later than 90 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)1

The Contractor will submit the CFR on an annual basis, in accordance with the time frames
designated in the CFR manual. For New York City contractors, the due date shall be May 1
of each year; for Upstate and Long Island contractors, the due date shall be November 1 of
each year.

1 The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services,
Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, consisting of schedules which, in
different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The
CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document.

Contract Number: # BOE01 - C004071- 1110000
Page 2 of 4, Attachment D – Payment and Reporting Schedule
B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until ___ days after completion of agency’s audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____________. The agency shall complete its audit and notify vendor of the results no later than ____________. The Contractor shall submit the report not later than ___ days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.
<table>
<thead>
<tr>
<th>PROGRESS REPORT #</th>
<th>PERIOD COVERED</th>
<th>DUE DATE</th>
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</thead>
<tbody>
<tr>
<td>FINAL</td>
<td>4/12/2019 - 12/31/2020</td>
<td>3/31/2021</td>
</tr>
</tbody>
</table>

Contract Number: # BOE01 - C004071- 1110000
Page 4 of 4, Attachment D – Payment and Reporting Schedule
## $10 Million Localities Grant Program*

*Voters Registered as of February 1, 2019

*(Subject to the approval of the Director of Budget)*

Revision Date 9/17/2019

<table>
<thead>
<tr>
<th>County</th>
<th>Total Enrollment</th>
<th>Planned Sites</th>
<th>$15k per Planned Site</th>
<th>Remaining by Enrollment</th>
<th>Total Allotment</th>
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<td>Albany</td>
<td>203,621</td>
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<td>37 $</td>
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<td>Fulton</td>
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<td>Genesee</td>
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<td>Total Cases</td>
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<td>Grand Total</td>
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<td>245 $ 3,675,000</td>
<td>$6,325,000</td>
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October 8, 2019

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

Dear Chairman Joyce:

Enclosed is a Request for Legislative Action (RLA) for the November meeting of the Legislature. Albany County Department of Health (ACDOH) would like to enter into a contract with Albany Medical Center Hospital and amend the 2019 health department budget. ACDOH was not required to submit an application for this funding, it was awarded as a continuation of the previously awarded grant that ended on March 31, 2019. The new grant term is from April 1, 2019 – September 30, 2019, for a total award of $340,961. With the help of grant funding, Community Health Workers will link patients to a continuum of clinical and community resources including evidence-based self-management programs i.e. utilization of home Self-Monitoring Blood Pressure (SMBP), YMCA – Blood Pressure Self-Management (Y-BPSM), National Diabetes Prevention Program (NDPP), Diabetes Self-Management Education (DMSE), etc; and resources to address social determinants of health i.e. housing, transportation, food access, social services, etc.

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

Sincerely,

Elizabeth F. Whalen, MD, MPH
Commissioner of Health

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

Enclosures

Albany County Department of Health is nationally accredited and meets rigorous public health standards set forth to best meet the needs of our community.
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request to enter into a contract with Albany Medical Center/Better Health for Northeastern New York and amend the 2019 budget

Date: 10/08/2019
Submitted By: Dr. Elizabeth Whalen
Department: Health
Title: Commissioner of Health
Phone: 518-447-4584
Department Rep.
Attending Meeting: Dr. Elizabeth Whalen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Albany Medical Center Hospital
43 New Scotland Avenue
Albany, NY 12208

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

Amount/Raise Schedule/Fee: $340,961
Scope of Services: ACDOH Interventions for Chronic Disease Management of Adults Initiative will focus on assisting primary care practices (PCPs) with implementing sustainable health system changes, including the utilization of electronic health records (EHR) and health information technology (HIT), to improve the diagnosis and management of hypertension, prediabetes, diabetes and asthma.
Bond Res. No.:
Date of Adoption:

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: 4010.0.3492
Revenue Amount: $192,078

Appropriation Account and Line: Various .4 - see budget amendment
Appropriation Amount: $192,078

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

Term
Term: (Start and end date) April 1, 2019 - September 30, 2019
Length of Contract: 17 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: Resolution 61 for 2018
Date of Adoption: February 12, 2018

Justification: (state briefly why legislative action is requested)
Albany County Department of Health (ACDOH) would like to enter into a contract with Albany Medical Center Hospital and amend the 2019 Health Department budget. ACDOH was not required to submit an application for this funding, it was awarded as a continuation of the previously awarded grant that ended on March 31, 2019. Between June 1, 2018 and March 31, 2019, the ACDOH Chronic Disease CHW team linked to the BHNNY CVD project reached a total of 376 residents and provided individual support to 53 residents. During this time period, those 53 residents received 644 interventions through over 300 direct client contacts provided by the CHWs to address social determinants of health and to support self-management of their chronic disease(s). The new grant term is from April 1, 2019 - September 30, 2019, for a total award of $340,961. With the help of grant funding, Community Health Workers will link patients to a continuum of clinical and community resources including evidence-based self-management programs i.e. utilization of home Self-Monitoring Blood Pressure (SMBP), YMCA - Blood Pressure Self-Management (Y-BPSM), National Diabetes Prevention Program (NDPP), Diabetes Self-Management Education (DMSE), etc; and resources to address social determinants of health i.e. housing, transportation, food access, social services, etc.
Community Health Worker Chronic Disease Initiative
Albany County Department of Health

This Community Health Worker Chronic Disease Initiative Agreement (this "Agreement") is entered into and made effective the 1st day of April, 2019 ("Effective Date"), by and between Albany Medical Center Hospital ("AMCH"), a New York not-for-profit corporation, located at 43 New Scotland Avenue, Albany, New York 12208, and Albany County Department of Health ("ACDOH"), located at 175 Green Street, Albany, New York 12202. Each may be referred to as a "Party" or collectively as the "Parties."

Recitals

A. Better Health For Northeastern New York, Inc. ("BHNNY") is the designated lead organization of a Performing Provider System ("PPS") under the New York State Delivery System Reform Incentive Payment Program ("DSRIP") to serve individuals enrolled in Medicaid and Medicaid-eligible individuals in the counties of Albany, Columbia, Greene, Saratoga and Warren.

B. AMCH is providing certain administrative services to assist BHNNY to implement DSRIP. ACDOH has entered into a Master Project Agreement and is participating in the PPS Projects to advance DSRIP goals, as a subcontractor of AMCH.

C. Among other DSRIP projects, BHNNY has elected to undertake the Cardiovascular Health Management Project ("CVD Project"). ACDOH has participated in the CVD Project and has agreed to collaborate with BHNNY and other providers in the BHNNY network ("BHNNY Network") in order to implement the CVD Project.

D. AMCH seeks to support initiatives in efforts to implement evidence-based disease management strategies to improve the management of cardiovascular diseases, asthma, as well as diabetes, and pre-diabetes affecting Medicaid and Medicaid-eligible uninsured individuals in a community setting.

E. ACDOH is currently engaged in several initiatives to improve care management for heart disease, asthma, and diabetes, including the ASTHO Million Hearts Learning Collaborative, the Community Health Improvement Plan, the NYSDOH Local IMPACT Program, and the Asthma Coalition of the Capital Region. ACDOH has the expertise to expand needed services for chronic disease care management to better meet the community's needs and to fulfill DSRIP goals.

AGREEMENT

In consideration of the foregoing and the mutual covenants contained herein and for purposes of furthering the CVD Project and related initiatives, the Parties agree as follows:

ARTICLE I
DEFINITIONS

The following terms used in this Agreement shall have the following meanings.

1. "CMS" means the Centers for Medicare and Medicaid Services.

2. "Compliance Program" means the program established by BHNNY to prevent, detect,
and address compliance issues that arise with respect to PPS operations, projects or activities.

3. **"DSRIP Requirements"** means the requirements of DSRIP as set forth in DOH or CMS regulations, guidelines, and guidance statements, as amended from time to time.

4. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Insurance Technology for Economic Clinical Health Act (HITECH) and any regulations, rules, and guidance issued pursuant to HIPAA and the HITECH Act.

5. **"Partner Organization Agreement"** means the agreement between BHNYY and participating Partner Organizations that sets forth the rights and obligations of the Parties in relation to implementation of the PPS Project Plan.

6. **"Partner Organizations"** means the organizations that execute an agreement to participate in the PPS as a Partner Organization.

7. **"PHI"** means Protected Health Information as defined under HIPAA.

8. **"PPS"** has the meaning set forth in Recital A and includes the network of health care providers, community-based organizations, vendors, and state or municipal agencies that participate in PPS projects, operations, or activities to implement the PPS Project Plan and meet DSRIP goals.

9. **"PPS Policies and Procedures"** means policies and procedures duly adopted by BHNYY’s Board of Directors or otherwise in accordance with BHNYY’s bylaws.

10. **"Project Protocols"** means protocols adopted by BHNYY to implement the CVD Project and related initiatives.

**ARTICLE II
AMCH OBLIGATIONS**

Section 2.1. **AMCH Obligations.** AMCH, in collaboration with BHNYY, shall plan and manage the CVD Project and related initiatives, including but not limited to developing or identifying Project Protocols and evidence-based practice guidelines required for project implementation, tracking project performance, and reporting as required by DSRIP to DOH.

Section 2.2. **Payment.** AMCH shall pay ACDOH in accordance with the payment terms in Article IV below.

**ARTICLE III
ACDOH OBLIGATIONS**

Section 3.1. **Comply with Project Requirements.** ACDOH shall comply with CVD Project and related initiatives requirements, including but not limited to requirements set forth in: (i) this Agreement; and (ii) Project Protocols, as may be amended from time to time by BHNYY.

Section 3.2. **Overall Goals of Services.** The goals of the services provided pursuant to this Agreement are as follows:
(a) Increase engagement of a coordinated multidisciplinary care team in the management of asthma, prediabetes, diabetes, hypertension, and other cardiovascular diseases to address lifestyle change and medical adherence, and increase self-efficacy for self-management by Medicaid and Medicaid-Eligible patients in Albany County ("Eligible Patients");

(b) Increase utilizations of systems to facilitate identification of patients with undiagnosed or uncontrolled high blood pressure, prediabetes, diabetes, and asthma, and increase utilization of registries to link identified patients to support services in efforts to improve health outcomes;

(c) Increase use of self-measured blood pressure monitoring to increase diagnosis and control of hypertension with follow up support by coordinated health care team members and/or referral to evidence-based self-management programs; and

(d) Increase partnerships and implement systems to facilitate multi-directional referral and communication between community resources and health systems for evidence-based lifestyle change programs for people identified with high blood pressure, prediabetes, and asthma.

Section 3.3. Staff for Project. Staff for the Services ("Project Staff") must include Community Health Workers ("CHWs") and appropriate clinical oversight, and shall not exceed the amount for Personnel listed in Appendix B. All Project Staff members shall be employees of ACDOH. In general, the Services shall be provided at the ACDOH office located at 175 Green Street, Albany, New York, or in the community.

Section 3.4. Specific Project Staff Services. Project Staff shall provide the following Services:

(a) Conduct outreach to link individuals at risk for high blood pressure, diabetes, and asthma to a primary care physician for follow-up; disseminate information to increase knowledge about the risk for high blood pressure, diabetes, and asthma; and link Eligible Patients to local resources for clinical and non-clinical follow-up and evidence-based lifestyle change programs;

(b) Provide individualized health education and support for Eligible Patients that includes client-centered goal setting and a plan of action as appropriate through motivational interviewing related to asthma, hypertension, prediabetes and diabetes;

(c) Assist Eligible Patients with navigating the coordination of care, i.e., transportation, appointment tracking, implementing action plans, and other social services as needed to maintain or improve health status;

(d) Develop key relationships in the community by identifying and working with health care leaders and advocates to promote linking individuals at risk for high blood pressure or with uncontrolled high blood pressure, at risk for diabetes or with uncontrolled diabetes, and at risk for or with uncontrolled asthma, to follow-up care for assessment and treatment as needed; and
(e) In conjunction with a Certified Asthma Educator, Primary Care Practice, and the Healthy Neighborhood Program, conduct home visits to provide in-home assessment and education to individuals and families living with asthma.

Section 3.5. Engagement of Primary Care and Community Based Organizations. Project Staff shall carry out the activities set forth below to engage Primary Care and Community Based organizations.

(a) Provide assistance to Primary Care Practices for patient registries to identify patients with undiagnosed or uncontrolled hypertension, prediabetes, diabetes, or asthma and establish referral network to link patients with community resources;

(b) Provide assistance to Community Based Organizations to develop processes to identify and refer clients at risk for or diagnosed with uncontrolled hypertension, prediabetes, diabetes, or asthma to Primary Care and community resources;

(c) Provide assistance to facilitate Social Determinant of Health ("SDOH") screenings and referrals to Community Health Workers; and

(d) Provide assistance to facilitate multidirectional communication between patients, Primary Care Providers, and support service personnel, including but not limited to Community Health Workers.

Section 3.6. Reporting. ACDOH shall report to BHNYY as required by the Data Reporting Schedule set forth in Appendix A. ACDOH shall report regarding those patients who (i) it has determined are Eligible Patients for the Services; and (ii) have received the Services in the specified reporting time period on one or more occasions. ACDOH understands that BHNYY will rely on the information submitted by ACDOH in submitting reports to DOH and agrees that all data, reports and documentation submitted by ACDOH under this Agreement shall be accurate and complete.

Section 3.7. Prepare Plan for Providing the Services. Within ten (10) days of the Effective Date, ACDOH shall submit to BHNYY a detailed plan outlining the steps ACDOH will take to provide the Services pursuant to this Agreement.

ARTICLE IV PAYMENT TERMS

Section 4.1. AMCH shall pay ACDOH up to the amount of $340,961 over the term of the Agreement, based on actual expenses for Project Staff, supplies, travel, training, and other reasonable costs ("Ancillary Costs") expended by ACDOH in direct support of the Agreement and in accordance with Appendix B attached hereto, plus an 8% indirect cost assessment that shall be added to the cost for Project and Ancillary Costs with each payment.

Section 4.2. ACDOH shall invoice AMCH each month, within twenty (20) business days following the end of each calendar month, for actual costs of delivering the Services in the prior month. Each invoice shall specify costs incurred the prior month for Project Staff and Ancillary Expenses and shall be in the template or form, if any, provided by AMCH.

Section 4.3. The percent of time and effort by Project Staff supported by payment pursuant to this Agreement shall not be supported by other private or public funds, as required by
DSRIP guidelines to avoid use of DSRIP funds for activities already paid for by another source of funding.

Section 4.4. Notwithstanding anything to the contrary in this Agreement, in the event that it becomes possible for ACDOH to be compensated for any of the services provided by ACDOH pursuant to this Agreement, by Medicaid or any other third-party payor, ACDOH and AMCH agree to enter into a mutually acceptable amendment to this Agreement to reduce the compensation payable pursuant to Section 4.1 by the amount of such compensation that ACDOH is able to receive from Medicaid or any other third-party payor.

ARTICLE V
PARTNER ORGANIZATION AGREEMENT

Section 5.1. Partner Organization Agreement. The Parties are bound by a Partner Organization Agreement and a reciprocal Business Associate Agreement ("BAA") that will govern the sharing of PHI under this Agreement. This Agreement shall be interpreted and applied by the Parties as an addendum to the Partner Organization Agreement.

ARTICLE VI
TERM AND TERMINATION

Section 6.1. Term. This Agreement shall commence on the Effective Date and shall terminate on September 30, 2020

Section 6.2. Termination by AMCH. AMCH may terminate this Agreement in the event that:

(a) ACDOH breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from BHNYY regarding the breach (or such other longer cure period as BHNYY deems reasonable under the circumstances);

(b) Upon thirty (30) days' written notice, if BHNYY fails to receive sufficient DSRIP Funds from DOH to meet its financial obligations, except that in the event this clause is triggered, the Parties may renegotiate the terms of this Agreement to provide for partial payment and partial delivery of services; or

(c) Upon twenty-four (24) hours' written notice to ACDOH if any license, certification or government approval of ACDOH material to its performance under this Agreement is suspended, terminated, revoked, or surrendered.

Section 6.3. Termination by ACDOH. ACDOH may terminate this Agreement in the event that BHNYY breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from ACDOH regarding the breach (or such other longer cure period as ACDOH deems reasonable under the circumstances). In addition, ACDOH may terminate this Agreement upon twenty-four (24) hours' written notice to AMCH, if BHNYY is suspended or excluded from DSRIP or the New York State Medicaid Program.
ARTICLE VII
DATA USE AND CONFIDENTIALITY

Section 7.1. **Business Associate Agreement.** The Parties agree that in order to implement the CVD Project, they will need to exchange PHI, which shall be governed by the reciprocal BAA noted above.

Section 7.2. **Duty to Protect Confidential Medical Information.** The Parties agree that they will only use and share PHI with one another and, as necessary, other providers in the BHNNY Network in a manner consistent with: (i) HIPAA; (ii) all other applicable state and federal laws and regulations; (iii) DSRIP program guidance issued by DOH or CMS; (iv) the Business Associate Agreement noted in Section 5.1; and (v) applicable PPS Policies and Procedures. To the extent legally required, or required by PPS Policies and Procedures, ACDOH shall seek any necessary consent from Eligible Patients in order to share data to provide the services pursuant to this Agreement and to meet DSRIP performance goals.

Section 7.3. **Other Confidential Information.** The exchange of all other information defined as confidential in accordance with the Partner Organization Agreement shall be governed by the terms of that agreement.

ARTICLE VIII
RECORD RETENTION

Section 8.1. **Obligation to Maintain Records.** The Parties shall maintain and retain operational, financial, administrative, and medical records, and other documents related to the subject matter of this Agreement in accordance with applicable law and DSRIP Requirements and PPS Policies and Procedures.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

Section 9.1. **Representations and Warranties of AMCH.** AMCH hereby represents and warrants to ACDOH that neither AMCH, nor any of its employees, agents, or contractors who will perform services pursuant to this Agreement, are excluded from participation in Medicare or Medicaid or any other federal or state health insurance program.

Section 9.2. **Representations and Warranties of ACDOH.** ACDOH hereby represents and warrants to AMCH that:

(a) Neither ACDOH nor any of its subsidiaries, parent entities, employees, agents, or contractors are excluded from participation in the Medicare or Medicaid programs or any other federal or state health insurance program; and

(b) ACDOH’s ability to provide health care services in New York State or any other jurisdiction is not now revoked, limited, suspended, or otherwise restricted in any manner.
ARTICLE X
INDEPENDENT CONTRACTORS

Section 10.1. Legal Relationship. AMCH and ACDOH understand and agree that the Parties intend to act and perform their respective obligations under this Agreement and DSRIP as independent contractors and that neither AMCH nor ACDOH is an employee, partner, or joint venturer of the other.

ARTICLE XI
LEGAL COMPLIANCE

Section 11.1. Compliance with Laws and Policies. In carrying out the terms of this Agreement, both Parties shall comply with all applicable federal, state and local laws, regulations and rules, DSRIP Requirements, and the BHNNY Compliance Program.

ARTICLE XII
INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 12.1. Indemnification. Each Party agrees to indemnify the other Party and its officers, directors, employees, agents, and subsidiaries for any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys’ fees and costs asserted or incurred in connection with the indemnifying Party’s (a) failure to perform its obligations under this Agreement; (b) negligent acts or omissions in carrying out services and obligations under this Agreement, or (c) violation of any law, statute, regulation, rule or standard of care. This indemnification obligation shall survive the termination of this Agreement. Neither Party shall indemnify the other Party for the negligent acts or omissions of any other Partner Organization or any other third party.

ARTICLE XIII
NOTICE

Section 13.1. Delivery of Notice. Except as otherwise specified herein, all notices under this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered or certified mail, return receipt requested or via email:

If to BHNNY:

Attn: Louis Filhour
Title: Chief Executive Officer
Address: 1275 Broadway
Albany, NY 12204
Email: FilhouL@amc.edu

If to ACDOH:

Attn: __________________________
Title: __________________________
Address: __________________________
Email: __________________________

Section 13.2. Change of Notice Recipient. Each Party may designate in writing a new address to which any notice shall be delivered.
ARTICLE XIV
GENERAL PROVISIONS

Section 14.1. Amendment. This Agreement may only be amended, altered, or modified by a written agreement executed by the Parties, except: (i) for the Reporting Schedule as set forth in Appendix B; and (ii) if changes to DSRIP Requirements mandated by CMS or DOH require amendment of this Agreement, BHNYY may amend this Agreement to the extent necessary to comply with such DSRIP Requirements and shall promptly notify ACDOH in writing of such amendments.

Section 14.2. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.

Section 14.3. Entire Agreement. This Agreement supersedes all prior oral or written agreements, commitments, or understandings between the Parties with respect to the matters provided for herein, except for the Business Associate Agreement and the Partner Organization Agreement entered into by the Parties.

Section 14.4. Non-Exclusive Rights. The rights and remedies of the Parties hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have.

Section 14.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York without regard to its conflicts of law rules.

Section 14.6. Non-Discrimination. Access to services under this Agreement will be based solely on criteria of prognosis and need for care and not on the basis of race, age, sex, color, religion, national origin, marital status, sexual orientation, disability, sponsorship, source of payment or other similar criteria.

Section 14.7. Non-Exclusivity. Nothing in this Agreement shall prohibit either Party from affiliating or contracting with any other entity for any purpose whatsoever.

Section 14.8. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

Section 14.9. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement.
IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

ALBANY COUNTY DEPARTMENT OF HEALTH

By: ____________________________
Name: __________________________
Title: ___________________________
Date: __________________________

ALBANY MEDICAL CENTER HOSPITAL

By: ____________________________
   James J. Barba
   President and Chief Executive Officer
Date: __________________________
Appendix A

Data Elements for Reporting

The reporting requirements set forth below apply solely to the services ("Services") delivered by ACDOH to Eligible Patients pursuant to the Agreement.

Data Elements
ACDOH shall report the following data elements (Data Elements) monthly in a reporting template or platform, if any, provided by AMCH or BHNNY:

- List of patients who received Services
- Eligibility status (Medicaid or uninsured)
- Date that ACDOH first delivered the Services
- Dates of any follow up services and contact with the patient
- Referral Source
- Referrals to: Primary Care Providers, Pharmacies, and/or Community Based Organizations
- Self-reported blood pressure readings for patients enrolled in SMBP or at-risk for hypertension
- Self-reported glucose readings for patients with diabetes or pre-diabetes
- HbA1C readings if provided by referral source

ACDOH shall also report on building the capacity of self-management programs:
- National Diabetes Prevention Program (NDPP)
- Diabetes Self-Management Education and Support
- YMCA Blood Pressure Self-Monitoring Program.

Reporting Schedule
ACDOH shall report the following information in the timeframes as listed below:

<table>
<thead>
<tr>
<th>Reporting Date</th>
<th>Information to be Reported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fifteenth of each month following the first full month</td>
<td>The Data Elements for patients who received Services from</td>
</tr>
<tr>
<td>after the Effective Date</td>
<td>ACDOH at any time in the prior month</td>
</tr>
</tbody>
</table>
Appendix B

Albany County Department of Health
April 1, 2019 – September 30, 2020

The use of these funds must adhere to approved activities and must support the work plan / deliverables.

<table>
<thead>
<tr>
<th>Budget Categories</th>
<th>Total Budget</th>
<th>In-Kind Contributions(s)</th>
<th>Total Requested</th>
</tr>
</thead>
<tbody>
<tr>
<td>SALARIES / PERSONNEL</td>
<td>$ 209,543</td>
<td>$ 44,230</td>
<td>$ 165,313</td>
</tr>
<tr>
<td>FRINGE BENEFITS (RATE: 59.76%)</td>
<td>$ 125,462</td>
<td>$ 26,432</td>
<td>$ 99,030</td>
</tr>
<tr>
<td>SUPPLIES</td>
<td>$ 22,755</td>
<td>-</td>
<td>$ 22,755</td>
</tr>
<tr>
<td>TRAVEL</td>
<td>$ 3,915</td>
<td>-</td>
<td>$ 3,915</td>
</tr>
<tr>
<td>EQUIPMENT</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>CONFERENCE AND TRAINING</td>
<td>$ 21,092</td>
<td>-</td>
<td>$ 21,092</td>
</tr>
<tr>
<td>PATIENT CARE</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>SUBCONTRACTS</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TUITION AND FEES</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>FELLOWS AND PARTICIPANT SUPPORT</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>POSTAGE AND PUBLISHING</td>
<td>$ 3,200</td>
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<td>$ 3,200</td>
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<td>GENERAL SERVICES</td>
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<td>-</td>
<td>-</td>
</tr>
<tr>
<td>MISCELLANEOUS</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>UNDISTRIBUTED BUDGET</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>TOTAL DIRECT COSTS</td>
<td>$ 386,367</td>
<td>$ 70,652</td>
<td>$ 315,715</td>
</tr>
<tr>
<td>FACILITIES &amp; ADMINISTRATIVE COSTS (8%)</td>
<td>$ 30,509</td>
<td>$ 5,653</td>
<td>$ 24,856</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$ 417,276</td>
<td>$ 76,315</td>
<td>$ 340,961</td>
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<tr>
<td>ACCOUNT NO.</td>
<td>RESOLUTION DESCRIPTION</td>
<td>INCREASE</td>
<td>DECREASE</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>A 4010 4   4020</td>
<td>Office Supplies</td>
<td>$11,304.00</td>
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<tr>
<td>A 4010 4   4038</td>
<td>Travel Mileage Freight</td>
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<td>A 4010 4   4039</td>
<td>Conferences Training Tuition</td>
<td>$475.00</td>
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<td>A 4010 4   4042</td>
<td>Printing and Advertising</td>
<td>$2,200.00</td>
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<tr>
<td>A 4010 4   4046</td>
<td>Fees For Services</td>
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<td>-</td>
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</table>

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>DECREASE</th>
<th>INCREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 4010 0   3492</td>
<td>BHNYY Grant</td>
<td>-</td>
<td>$192,078.00</td>
<td>$242,078.00</td>
<td>Health Dept.</td>
</tr>
</tbody>
</table>

|                      | TOTAL APPROPRIATIONS    | $192,078.00 | -        |           |                |
|                      | TOTAL ESTIMATED REVENUES| -          | $192,078.00 |           |                |
|                      | GRAND TOTALS            | $192,078.00 | $192,078.00|           |                |
October 9, 2019

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

Dear Chairman Joyce,

The Department of Mental Health requests permission to transfer funds from a vacant Staff Social Worker line into our overtime account. The overtime account is currently at budget, we anticipate that the upcoming holidays will deplete the overtime budget as it is currently configured. We are requesting a transfer of $10,000 in order to ensure adequate funds will be available for the remainder of 2019. The reason for the increase in overtime this year is Staff Worker vacancies in our 24/7 Mobile Crisis Team.

Feel free to contact me or Kelle Roberts if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauciello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Overtime Budget II Amendment Request

Date: October 9, 2019
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations Analyst
Phone: 518-447-3014
Department Rep.
Attending Meeting: Stephen Giordano, Ph.D. Director

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

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

**Revenue Amount:**
Click or tap here to enter text.

**Appropriation Account and Line:**
A09421012205 Staff Social Worker

**Appropriation Amount:**
$10,000

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

State:
Click or tap here to enter text.

County:
100%

Local:
Click or tap here to enter text.

**Term**
**Term: (Start and end date):** 11/1/19-12/31/19

**Length of Contract:** 2 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 Mental Health requests permission to transfer funds from a vacant Staff Social Worker line to our Overtime account. The overtime account is currently at budget, we anticipate that the upcoming holidays will deplete the overtime budget as it is currently configured. We are requesting a transfer of $10,000 in order to ensure adequate funds will be available for the remainder of 2019. The reason for the increase in overtime this year is Staff Worker vacancies in our 24/7 Mobile Crisis Team.
### Appropriations

<table>
<thead>
<tr>
<th>ACCOUNT NO.</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>A 4310 1</td>
<td>Staff Social Worker</td>
<td>$10,000.00</td>
<td>$19,537.00</td>
<td>99,000.00</td>
<td>Mental Health Dept</td>
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<tr>
<td>A 4310 1</td>
<td>Overtime</td>
<td>$10,000.00</td>
<td>$99,000.00</td>
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**Total Appropriations**

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<tbody>
<tr>
<td></td>
<td>Total Estimated Revenues</td>
<td></td>
<td></td>
<td></td>
<td>Mental Health Dept</td>
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**Grand Totals**

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<tbody>
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