AGENDA

PUBLIC SAFETY COMMITTEE

OCTOBER 30, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

1. **LOCAL LAW NO. “G” FOR 2018**: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO LIMIT THE LENGTH OF TIME THAT CANINES MAY BE RESTRAINED OUTDOORS TO NO MORE THAN TWO HOURS IN ANY CONTINUOUS TWELVE-HOUR PERIOD

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

CURRENT BUSINESS:

4. **AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2018 TECHNICAL RESCUE AND URBAN SEARCH AND RESCUE PROGRAM AND AMENDING THE 2019 SHERIFF’S OFFICE BUDGET**
5. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2019 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT PROGRAM AND AMENDING THE 2019 SHERIFF'S OFFICE BUDGET

6. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE 2018 CYBER SECURITY GRANT PROGRAM AND AMENDING THE 2019 SHERIFF'S OFFICE BUDGET

7. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE STOP-DWI FOUNDATION, INC. REGARDING THE STOP-DWI STATEWIDE CRACKDOWN HIGH VISIBILITY ENFORCEMENT GRANT

8. AUTHORIZING AN AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC REGARDING WIRELESS COMMUNICATIONS OPERATIONS AT 28 JANSEN LANE IN THE TOWN OF BERNE
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Public Safety Committee of the Albany County Legislature met on September 25, 2019. Chairperson Miller, Messrs. Clay, Ward, Bullock, Stevens, Tunny, Mss. Willingham and Lockart were present. Mr. Frainier was excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. **Local Law No. “G” for 2018**: A Local Law of the County of Albany, New York to limit the length of time that canines may be restrained outdoors to no more than two hours in any continuous twelve-hour period: Tabled at the request of the Sponsor.


4. Authorizing the Submission of a Grant Application to the New York State Division of Homeland Security and Emergency Services Regarding the 2019 Emergency Management and Performance Grant: The Albany County Sheriff had requested authorization to submit a grant application to DHSES and to enter into an agreement with DHSES to accept said funding regarding the 2019 Emergency Management Performance Grant in the amount of $116,085 which requires a 50% County match, for a term commencing October 1, 2018 and ending September 30, 2021. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing the Execution of a Waiver Regarding Byrne Justice Assistance Grant Funding and Authorizing the City of Albany to Accept Funds Directly: The Albany County Sheriff has requested authorization to enter into an inter-municipal agreement between Albany County and the City of Albany allowing for a pass through waiver regarding grant funding in the amount of $66,741 and for collaboration in utilizing said grant funds to enhance various City law enforcement programs. After further discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
Respectfully submitted,

THE PUBLIC SAFETY COMMITTEE
PAUL MILLER, Chair
SEAN E. WARD
DOUGLAS A. BULLOCK
PATRICE LOCKART
WILLIAM M. CLAY

PETER B. TUNNY
TRAVIS O. STEVENS
WANDA F. WILLINGHAM
JOHN E. FRAINIER
LOCAL LAW NO. “G” FOR 2018

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO LIMIT THE LENGTH OF TIME THAT CANINES MAY BE RESTRAINED OUTDOORS TO NO MORE THAN TWO HOURS IN ANY CONTINUOUS TWELVE-HOUR PERIOD

Introduced: 4/9/18
By Ms. Cunningham:

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that the Albany County Legislature has been a leader in protecting the health and welfare of animals in Albany County.

This Legislature also finds and determines that animal owners will sometimes tie their animals to a stationary object outdoors for a short period of time.

This Legislature further finds and determines that some owners, however, leave their animals tied to a stationary object outdoors for long periods of time, in some cases, all day.

This Legislature finds that animals left tied to an object outdoors for prolonged periods often do not have sufficient food, water or shelter from inclement weather.

This Legislature further finds that tethers, chains and other restraints can also injure animals, as the restraint may tangle or catch on other objects.

This Legislature also finds that dogs left on tethers, chains and other restraints may be more aggressive and create a public safety hazard.

This Legislature also determines that it is in the best interests of Albany County residents and their pets to limit the amount of time animals spend tied outdoors to a stationary object.

Therefore, the purpose of this Local Law is to limit the length of time that animals may be restrained outdoors to no more than two hours in any continuous twelve-hour period.

Section 2. Definitions
As used in this Local Law, the following terms shall have the meanings indicated:

(a) "Person" means any individual, firm, partnership, corporation, company, society, association, or any organized group of persons, whether incorporated or not.

Section 3. Prohibitions.

(a) It shall be unlawful for any person to tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors or cause such dog to be restrained in a manner that:

1. Endangers such dog's health, safety or well-being;
2. Restricts such dog's access to suitable and sufficient food and water;
3. Does not provide such dog with shelter appropriate to its breed, physical condition, and the climate as defined by §353-b of the New York State Agriculture and Markets Law; or
4. Unreasonably limits the movement of such dog because it is too short for the dog to move around or for the dog to urinate or defecate in a separate area from the area where it must eat, drink or lie down.

(b) Notwithstanding the provisions of Subsection (a) of this Section, no person shall tether, leash, fasten, secure, restrain, chain or tie a dog to any object with a device that:

1. Is a choke collar or pinch collar, or a similar collar that tightens when pulled;
2. Restrains the dog in such a manner that it impairs the flow of oxygen or blood to the dog which may cause choking or causes substantial discomfort to the dog;
3. Is embedded, partially embedded or may become embedded in such dog's skin;
4. Has weights attached or contains links that are more than 1/4 inch thick;
5. Weighs more than 25% of the dog's total body weight, not to exceed 25 pounds for any dog;
6. Is less than 10 feet in length;
7. Because of its design or placement is likely to become entangled;
8. Is long enough to allow such dog to move outside of its owner's property; or
9. Would allow the restrained dog to move over an object or edge that could result in the strangulation of or injury to such dog.

(c) No person shall tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors for more than two hours in any twelve-hour period. And if the dog is tethered to a pulley, running line, or trolley or cable system, the top line must be a minimum of fifteen feet long and six or less feet above the ground.
(d) No person shall tether, leash, fasten, secure, restrain, chain or tie a dog to any stationary object outdoors for any period of time if:

1. The dog is less than 6 months old;
2. There is an active weather alert;
3. Tethering may exacerbate an existing health condition;
4. Multiple dogs are tethered and their tethers may become entangled; or
5. The dog is not displaying current identification as defined by section § 108 of New York State Agriculture and Markets Law.

Section 4. Enforcement.

This Local Law shall be enforced by the office of the Albany County Sheriff and may also be enforced by any police officer, peace officer, or local dog control or animal control officer with jurisdiction within Albany County.

Section 5. Penalties for offenses.

A violation of this Local Law shall be punishable by a fine of not more than $150 for a first offense, by a fine of not more than $300 for a second offense and by a fine of not more than $500 for a third or subsequent offense.

Section 6. Applicability.

This article shall apply to all actions occurring on or after the effective date of this Local Law.

Section 7. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law, or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 8. Effective Date.

This Local Law shall take effect upon filing with the Secretary of State.

Referred to Law and Public Safety Committees – 4/9/18
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 283.7 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
September 16, 2019

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

Dear Chairman Joyce:

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

Legislative approval is required in order to allow Albany County to enter into a grant contract with the State of New York, Division of Homeland Security and Emergency Services for the 2018 Technical Rescue and Urban Search and Rescue Program.

The grant funds awarded to the Albany County Sheriff's Office is $149,973.00, with no match. These grant funds will be utilized to enhance/maintain the capabilities of local emergency response teams that provide technical rescue and Urban Search and Rescue services.

The grant performance period is October 1, 2019 to August 31, 2021.

This grant application was authorized under resolutions 19-272.

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: SEPTEMBER 16, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

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

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

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

To ACCEPT THE 2018 TECHNICAL RESCUE & URBAN SEARCH AND RESCUE GRANT FROM THE NYS DEPT. OF HOMELAND SECURITY, AND ALSO PROCESS THE CORRESPONDING 2019 BUDGET AMENDMENT.

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   [X]
- SUBMISSION DEADLINE DATE: 5/29/2019

SETTLEMENT OF A CLAIM
- RELEASE OF LIABILITY

OTHER: (STATE BRIEFLY)
CONCERNING CONTRACT AUTHORIZATION (CONT'D)

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

JEROME HAUER, COMMISSIONER
DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES
1228 WASHINGTON AVENUE, BLDG 7A, SUITE 710, ALBANY 12242

AMOUNT/RATE SCHEDULE/FEE:
$149,973 (WITH NO MATCH)

TERM: 10/1/19-8/31/21

SCOPE OF SERVICES:
THESE GRANT FUNDS WILL BE USED TO PURCHASE EQUIPMENT TO
ENHANCE THE CAPABILITIES OF OUR SEARCH AND RESCUE TEAM.

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO X
FUNDING SOURCE: NYS Dept. of Homeland Security

COUNTY BUDGET ACCOUNTS:
REVENUE: A3310.04306 (HOMELAND SECURITY)

APPROPRIATION: A93110.222750 (SECURITY EQUIPMENT)
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 100%
COUNTY

TERM LENGTH OF FUNDING: 10/1/2019-8/31/2021

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 272 OF 2019 (COPY ATTACHED)
DATE OF ADOPTION: 7/8/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
THIS GRANT WILL BE USED PURCHASE EQUIPMENT WHICH WILL ENHANCE THE CAPABILITIES
OF OUR REGIONAL SEARCH AND RESCUE TEAMS.
ALSO, THERE ARE NO MATCHING FUNDS INVOLVED WITH THIS GRANT.

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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<td>GRAND TOTALS</td>
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Attn: Comptrollers Office - new project code - SRT19 (Description 2019 SEARCH & RESCUE GRANT)
September 9, 2019

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce, Albany County Office Building
112 State Street, Room 900
Albany, NY 12207

Dear Mr. McCoy:

I am pleased to announce that Albany County has been awarded $149,073 in federal funding under the FY2018 Technical Rescue & Urban Search and Rescue (USAR) Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security’s (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSSES). The performance period for this award is October 1, 2019 through August 31, 2021.

As outlined in your application, this funding is provided for local emergency response teams that provide technical rescue and USAR services through equipment, training, exercise, and planning projects.

Additionally, all capabilities developed through this federal FY2018 SHSP funding are required to be deployable regionally and nationally per the Federal guidelines. All funding is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSSES by November 1, 2019 for review and approval.

In order to ensure these funds are made available as quickly as possible, a representative from the Grants Program Administration Unit of DHSSES will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich, at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Douglas Miller, Inspector, Albany County Sheriff’s Office
October 13, 2019

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

Audrin

Dear Mr. Joyce:

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

Legislative approval is required in order to allow Albany County to enter into a contract with the State of New York, Division of Homeland Security and Emergency Services, as a recipient of a 2019 Hazardous Materials Emergency Preparedness grant. Albany County is acting as fiduciary for the Capital Region Hazmat Group. The participating counties are Albany, Rensselaer and Schenectady Counties. Authorization to apply for the grant was included in Resolution #275 dated July 8, 2019.

The grant award is for $15,516.00. These grant funds will be utilized to cover costs for training related to Hazmat Response in a transportation environment (rail or trucks). We will use the funds to purchase a firefighting training simulators for sampling for toxic gases. Additionally, the funds will be used to purchase a trailer to store and transport the various training equipment that we currently utilize including Hazmat training suits, a tanker rollover simulator and other training props.

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 & Finance Committee
Kevin Cammizzo, Esq., Majority Counsel
Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: OCTOBER 3, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S OFFICE

CONTACT PERSON: SHERIFF CRAIG D APPLE SR
TELEPHONE: 518-447-5440
DEPT. REPRESENTATIVE ATTENDING SHERIFF CRAIG D APPLE SR
COMMITTEE MEETING:

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) X
ENVIRONMENTAL IMPACT
HOME RULE REQUEST
PROPERTY CONVEYANCE
OTHER: (STATE BRIEFLY IF NOT LISTED ABOVE)

SEEKING LEGISLATIVE APPROVAL TO ACCEPT THE 2019 HMEP GRANT.

ALSO TO AMEND OUR 2019 BUDGET PER THE ATTACHED BUDGET AMENDMENT

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
INCREASE ACCOUNT/LINE NO. A33110.03306,HME19 (HOMELAND SECURITY)
SOURCE OF FUNDS: NYS DEPT. OF HOMELAND SECURITY
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 X
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):
NY'S DIVISION OF HOMELAND SECURITY, ATT: SHELLY WAHRLEICH
1220 WASHINGTON AVE., BLDG 7A
ALBANY, NY 12242
AMOUNT/RATE SCHEDULE/FEE:
$ 15,516.00 20% MATCH
TERM 10/1/2019 THRU 9/30/2020
SCOPE OF SERVICES FUND WILL BE USED TO COVER COSTS RELATED TO
HAZMAT RESPONSE TRAINING AND ALSO PURCHASE NEEDED EQUIPMENT

CONTRACT FUNDING:
ANTICIPATED IN CURRENT BUDGET: YES NO X
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 100% ______________________________________
COUNTY ______________________________________
TERM/LENGTH OF FUNDING ______________________________________

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:
RESOLUTION/LAW NUMBER: 275 OF 2019 (COPY ATTACHED)
DATE OF ADOPTION: 7/8/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
For single county applicants, the County Emergency Manager or County Fire Coordinator should sign below. Regional Applicants are required to reach consensus on their Regional Spending Plan. To verify that consensus has been met, each County Emergency Manager or County Fire Coordinator within a given region is required to show their support for the Regional Spending Plan via their signature below. Also, by signing this form, each Emergency Manager or County Fire Coordinator is certifying that they agree with the priorities outlined in the Regional Spending Plan and that this plan best reflects the needs of the HMEP Regional Partnership.

<table>
<thead>
<tr>
<th>Jurisdiction Name</th>
<th>Emergency Manager/County Fire Coordinator</th>
<th>Emergency Manager/County Fire Coordinator Signature</th>
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<tr>
<td>ALBANY COUNTY</td>
<td>GERALD B. PARIS, Jr.</td>
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<td>RENSSELAER COUNTY</td>
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<td>SCHENECTADY COUNTY</td>
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**REVENUES**

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**GRAND TOTALS**

|                  | 15,616.00 | 15,616.00 |

Attn: Comptrollers Office - note project code - HME19 (Description "HMEP 2019 Grant")
October 1, 2019

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 900
Albany, NY 12207

Dear Mr. McCoy:

I am pleased to announce that Albany County and its regional partnership have been awarded $15,516 under the FY2019 Hazardous Materials Emergency Preparedness (HMEP) Grant Program. Funding for this grant is provided by the U.S. Department of Transportation (DOT), Pipeline and Hazardous Materials Safety Administration (PHMSA) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this grant is from October 1, 2019 through September 30, 2020.

Thank you for your continued support of New York State’s emergency preparedness efforts. DHSES remains committed to providing you with outstanding support in the administration of your emergency preparedness programs. In order to ensure these funds are made available as quickly as possible, a representative will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich, at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

[Signature]
Patrick A. Murphy
Commissioner

cc: Thomas M. Remmert, Deputy Director, Albany County Emergency Management
6
September 13, 2019

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

Dear Chairman Joyce:

We are requesting permission to accept the New York State Division of Homeland Security and Emergency Services (DHSES) FY2018 Cyber Security Grant for a total of $28,950. This grant will allow purchase of enhanced cyber security software and support for Albany County. The Department of Information Services has identified software that would provide a firewall for purposes of segmentation.

A cyber security gap exists with the existence of sharing internal connections with non-county agencies through traditional routing and switching. An internal firewall would allow segmentation of the county network from these agencies. Currently, In the event of a disruption that could result in the loss of data the county would disconnect the services of non-county agencies through switching commands. Effected assets are quarantined and users access are disabled. A robust firewall would allow segments to pass only required traffic by IP Address and port, traffic would also be monitored for vulnerabilities using subscription based IPS and antivirus as part of the enterprise firewall.

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

Sincerely

Daniel P. McCoy
Albany County Executive

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

Description (e.g., Contract Authorization for Information Services):
Authorization to Accept NYS Homeland Security Cyber Security Grant

Date: 9/13/2019
Submitted By: Michael Lalli
Department: County Executive’s Office
Title: Senior Policy Analyst
Phone: 518-447-7040
Department Rep. Michael Lalli
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

Choose an item.
Submission Date Deadline n/a
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)

Contract Terms/Conditions:

Party (Name/address):
  NYS Division of Homeland Security and Emergency Services (DHSES)
  1220 Washington Avenue
  State Office Campus, Building 7A Suite 710
  Albany, NY 12242

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

Amount/Raise Schedule/Fee:
$28,950.00
Scope of Services:
The purchase and installation of a Palo Alto Firewall for purposes of segmentation
Bond Res. No.:
Date of Adoption:
  Click or tap here to enter text.
  Click or tap here to enter text.

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: A9 1680 22050
Revenue Amount: $28,950.00

Appropriation Account and Line: A3 1680 03306
Appropriation Amount: $28,950.00

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

Term
Term: (Start and end date) 10/1/2019 - 9/31/2021
Length of Contract: 2 Years

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 270
Date of Adoption: 2019

Justification: (state briefly why legislative action is requested)
This grant will allow the purchase and installation of a Palo Alto Firewall for purposes of segmentation. Segments will include non-County entities connected to Albany County such as the City of Albany and other police agencies. We would also segment County entities such our Disaster Recovery network and the Board of Elections.
September 10, 2019

The Honorable Daniel P. McCoy
Albany County Executive
Harold L. Joyce Albany County Office Building
112 State Street, Room 900
Albany, NY 12207

Dear Mr. McCoy,

I am pleased to announce that Albany County has been awarded $28,950 in federal funding under the FY2018 Cyber Security Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security’s (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is October 1, 2019 through August 31, 2021.

As outlined in your application, this funding is provided to enhance and sustain your jurisdiction’s cyber security posture as well as ensure that your information systems are secured and protected from cyber incidents through equipment, training, exercise, and planning projects.

Additionally, all capabilities developed through federal FY2018 SHSP funding are required to be deployable regionally and nationally per the Federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations.

In order to ensure these funds are made available as quickly as possible, a representative from the Grants Program Administration Unit of DHSES will be reaching out to your grant point of contact. If you have any questions about this program, please contact my Director of Grants Program Administration, Shelley Wahrlich, at (518) 402-2123.

Concentrations on your award and I look forward to working with you to administer this program.

Sincerely,

Patrick A. Murphy
Commissioner

cc: Michael Lalli, Policy Analyst, Albany County
## Budget Amendment Spreadsheet - 2018

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October 5, 2019

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

Dear Mr. Joyce:

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

Legislative approval is required in order to allow Albany County to enter into a contract with the New York State STOP-DWI Foundation, Inc., as a recipient of a 2020 STOP-DWI Statewide Crackdown High Visibility Enforcement grant.

The grant award is for $30,000.00. These funds will be divided among twelve Albany County law enforcement agencies. The fund are strictly to be used for eight High Visibility Crackdown Enforcement Periods previously determined by the New York State STOP-DWI Association and the New York State Governor’s Traffic Safety Committee.

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 & Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Hon. Arnis Zilgme, Esq., Minority Leader
REQUEST FOR LEGISLATIVE ACTION

DATE: OCTOBER 3, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

CONTACT PERSON: CRAIG D APPLE SR
TELEPHONE: 518-447-5440
DEPT. REPRESENTATIVE ATTENDING COMMITTEE MEETING: CRAIG D APPLE SR

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) X

AUTHORIZING AN AGREEMENT WITH THE NYS STOP-DWI FDTN REGARDING NYS HIGHWAY TO ACCEPT $30,000 IN FUNDING FOR OUR STOP DWI PROGRAM.

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 X
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):
REGINALD CROWLEY - CHAIRPERSON
NYS STOP DWI FOUNDATION
1170 PHOENIX AVE.
SCHENECTADY, NY 12308

AMOUNT/RATE SCHEDULE/FEES:
$ 30,000.00

TERM: 10/01/2019 - 9/30/2020
SCOPE OF SERVICES: STOP DWI CRACKDOWN HIGH VISIBILITY ENFORCEMENT

CONTRACT FUNDING:

2020 BUDGET

ANTICIPATED IN CURRENT BUDGET: YES X NO
FUNDING SOURCE: NYS STOP DWI FOUNDATION

COUNTY BUDGET ACCOUNTS:
REVENUE: A33189.03327
APPROPRIATION: A33189.4046

CONCERNING ALL REQUESTS:
MANDATED PROGRAM/SERVICE: YES NO X
IF MANDATED CITE: AUTHORITY
ANTICIPATED IN CURRENT ADOPTED BUDGET: YES X NO
IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
A33189.4046

FISCAL IMPACT - FUNDING: (DOLLARS OR PERCENTAGES)
FEDERAL 0%
STATE 100%
COUNTY 0%

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)
TO ACCEPT FUNDING ($ 30,000) THRU THE NYS STOP- DWI FOUNDATION FOR 2019/2020
STOP DWI CRACKDOWN ENFORCEMENT EFFORTS.
MONIES WILL BE USED TO REIMBURSE PARTICIPATING ALBANY COUNTY LAW ENFORCEMENT AGENCIES FOR DWI SATURATION PATROLS.

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
October 2, 2019

Craig Apple, Albany County STOP-DWI
Via email

Please accept this letter as official notification of a Crackdown Enforcement award in the amount of $30,000 for use in your county. Initial each line below, sign the bottom and scan back a copy of this letter. This will serve as your acceptance of these funds. Failure to return this form will result in non-reimbursement. Let me know if you have any questions.

- The funds listed above will be utilized for Enforcement Overtime during the following crackdown dates only (unless permission has been granted for alternate dates).

HALLOWEEN: October 31 - November 3, 2019
THANKSGIVING: November 27 – December 1, 2019
HOLIDAY SEASON (NATIONAL): December 11 - January 1, 2020
SUPER BOWL: January 31 - February 3, 2020
ST. PATRICK’S DAY: March 13 - 18, 2020
(and/or any parade day in your community - with prior approval)
MEMORIAL DAY: May 22 - 26, 2020
JULY 4TH: July 3 - 6, 2020
LABOR DAY (NATIONAL): August 19 - September 7, 2020

- All enforcement details (sobriety checkpoints and/or roving patrols) will be multi-agency details.
- If circumstances result in only one agency participating in any crackdown, an email will be sent to Pam Aini, Grant Administrator, describing the reasoning for only one agency participating.
- All Crackdown efforts will be ‘high visibility’ and advertised in your county.
- All PS-1’s and activity sheets will be submitted to Pam Aini, Grant Administrator within 45 days of each Crackdown with the exception of the Labor Day Crackdown and that paperwork must be submitted by September 30th due to grant end date. Paperwork submitted after 45 days (or 9/30 for Labor Day) shall not be considered for reimbursement.

My signature here shall serve as acceptance of the grant detailed above and my initials above serve as acknowledgement of the items I am responsible for.

__________________________________________
Craig Apple, Albany County STOP-DWI Coordinator

__________________________________________
Reginald Crowley, Chairperson
STOP-DWI Foundation, Inc.

Reggie Crowley (Columbia) – Chairperson
Leslie Berger (Rockland) – Vice-Chairperson

John Sullivan (Erie) - Secretary
John Winchell (Washington) – Treasurer

BOARD OF DIRECTORS: Craig Cherry (Orange), Lloyd Hoskins (Cayuga), Matt Landers (Genesee), Deborah Stitt (Ulster), Chris Marlion (Broome)
<table>
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<th>Event</th>
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<td>THANKSGIVING:</td>
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<tr>
<td>HOLIDAY SEASON (NATIONAL):</td>
<td>December 11 - January 1, 2020</td>
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<tr>
<td>SUPER BOWL:</td>
<td>January 31 - February 3, 2020</td>
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<tr>
<td>ST. PATRICK'S DAY:</td>
<td>March 13 - 18, 2020</td>
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<tr>
<td>MEMORIAL DAY:</td>
<td>May 22 - 26, 2020</td>
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<tr>
<td>JULY 4TH:</td>
<td>July 3 - 6, 2020</td>
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<tr>
<td>LABOR DAY (NATIONAL):</td>
<td>August 19 - September 7, 2020</td>
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</table>
October 21, 2019

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

Dear Mr. Joyce:

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

Legislative approval is required in order to allow the Albany County Sheriff’s Office to approve the attached sublease agreement between the County of Albany and New Cingular Wireless PCS, LLC for wireless communications operations at 28 Jansen Lane in the Town of Berne, NY. The subcontract coincides with proposed Resolution No. 92 which calls for an initial term of 5 years followed by four automatic 5 year renewal periods.

The proposal does not require any funding from the County of Albany.

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 & Finance Committee  
Kevin Cannizzaro, Esq., Majority Counsel  
Hon. Arnis Zilgme, Esq., Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

DATE: OCTOBER 21, 2019

DEPARTMENT: ALBANY COUNTY SHERIFF'S DEPT

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

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

PURPOSE OF REQUEST:
ADOPTION OF LOCAL LAW
AMENDMENT OF PRIOR LEGISLATION
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) X

APPROVAL OF A SUBLEASE BETWEEN THE COUNTY OF ALBANY AND CINGULAR WIRELESS PCS, LLC OF ATLANTA GA. TO ALLOW CINGULAR WIRELESS USE OF OUR CELL TOWER LOCATED AT 28 JANSEN LANE IN BERNE, NY

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) X
REQUIREMENTS
PROFESSIONAL SERVICES
EDUCATIONAL/TRAINING
GRANT: NEW
RENEWAL
SUBMISSION DEADLINE DATE

SETTLEMENT OF A CLAIM
RELEASE OF LIABILITY
OTHER: (STATE BRIEFLY)
STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS: CINGULAR WIRELESS PCS, LLC
1025 LENOX PARK BLVD, NE 3RD FLOOR
ATLANTA, GA 30319

AMOUNT/RATE SCHEDULE/FEES:
$15,000 PER YEAR FOR 5 YEARS, WITH FOUR FIVE-YEAR RENEWABLE TERMS
ALSO, RENT SHALL ESCALATE BY 7.5% FOLLOWING THE EXPIRATION OF
THE INITIAL TERM AND EACH RENEWABLE TERM.

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

SCOPE OF SERVICES: THE LESSEE SHALL HAVE USE OF THE TOWER
LOCATED AT 28 JANSEN ROAD IN BERNE, NY

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES NO X

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 X NO

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:

A13020.01140 - E911

FISCAL IMPACT - FUNDING: (DOLARS OR PERCENTAGES)

FEDERAL

STATE

COUNTY 100% E911 SURCHARGE FUNDING

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER: 92 OF 2019
DATE OF ADOPTION: 3/11/2019

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)

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
July 31, 2019

Jody V. Jansen
28 Jansen Lane
Berne, New York 12023

Reference is made to the Ground Lease Agreement (the “Agreement”) dated June 18, 2015 between Albany County (“Lessee”) and Jody V. Jansen (“Lessor”).

Pursuant to our recent discussions, this letter will acknowledge Lessor’s consent to the proposed Sublease Agreement between New Cingular Wireless PCS, LLC and Lessee for space on Lessee’s tower.

Sincerely,

ALBANY COUNTY

By ___________________________
Daniel P. McCoy, County Executive

Acknowledged and Agreed to:

______________________
Jody V. Jansen
SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made as of the date of the final signature below, by and between the COUNTY OF ALBANY, NEW YORK having its principal office located at the Albany County Office Building, 112 State Street, Albany, New York 12207 ("LESSOR") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company having its principal place of business at 1025 Lenox Park Blvd. NE, 3rd Floor, Atlanta, GA 30319 ("LESSEE").

Definitions.

"Access" means that LESSEE and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to the Premises.

"Additional RAD Center" means any area on a horizontal plane, extending in all directions from the Tower, that is perpendicular to any portion of vertical space on the Tower on which LESSOR’s incremental equipment is located, operated, or maintained.

"Agreement" means this Sublease Agreement (Sections 1-32).

"Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" here of a person or entity, means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

"Approvals" means all certificates, permits, licenses and other approvals that LESSEE, in its sole discretion, deems necessary for its intended use of the Premises.

"Commencement Date" means the first day of the month following the first day of construction of LESSEE’s Communication Facility.

"Communication Facility" means the equipment that LESSEE may use for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and any other items necessary to the successful and secure use of the Premises.

"Defaulting Party" means the party to this Agreement that has defaulted as provided for in Section 26 below of this Agreement.

"Easements" have the meanings set forth in Section 6 below.

"Hazardous Material" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law, statute, rule, regulation or
ordinance which regulates or prescribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Material.

"Improvements" means a wireless Communications Facility, including related improvements and structures and uses incidental thereto.

"Initial Term" means a period of five (5) years following the Commencement Date.

"Interference" means anything that may include, but is not limited to, use on the Premises that causes electronic or physical obstruction with, or degradation of, the communication signals from the Communication Facility.

"Lease Term" means the Initial Term and any Renewal Terms.

"LESSOR's Property" means the Tower owned by LESSOR located at and the leasehold interest held by LESSOR with respect to 28 Jansen Lane, Berne, New York 12023. See Exhibit "A" hereof.

"Non-Defaulting Party" means the party to this Agreement Addendum that has not defaulted as provided for in Section 28 of this Agreement Addendum below.

"Notice Address for LESSOR" means County of Albany, New York, c/o Albany County Attorney, Albany County Office Building, 112 State Street, Albany, New York 12207 with a copy to Albany County Sheriff's Office c/o Kevin Demarest, 449 New Salem Road, Voorheesville, New York 12186

"Notice Address for LESSEE" means New Cingular Wireless PCS, LLC, Attn: Network Real Estate Administration, Re: Cell Site Name: Berne (NY), Fixed Asset No: 14599674, 1025 Lenox Park Blvd. NE, Atlanta, GA 30319. With an additional copy to New Cingular Wireless PCS, LLC, Attn: AT&T Legal Department, Re: Cell Site Name: Berne (NY), Fixed Asset No: 14599674, 208 S. Akard Street, Dallas, TX 75202-4206.

"Premises" means that portion of LESSOR's Property dedicated for LESSEE's exclusive use including (i) an envelope of ten (10) contiguous vertical feet of space on the Tower within which any portion of LESSEE's communication equipment and improvements might be located, operated, or maintained; (ii) approximately two hundred fifty (250) square feet of ground space for the placement LESSEE's Communication Facility; and (iii) those certain areas where LESSEE's conduits, wires, cables, cable trays, and other necessary connections are located between LESSEE's different equipment including but not limited to the equipment attached to the Tower and on the ground, and between the Communication Facility and the electric power, telephone, and fuel sources for LESSOR's Property as described and attached hereto as Exhibit "B".

"Renewal Term" means a period of five (5) years commencing upon the expiration of the Initial Term or prior Renewal Term of the Agreement, as the case may be.

"Rent" means the consideration in the amount of $15,000.00 per year to be paid in equal monthly installments of $1,250.00 each payable by LESSEE to LESSOR in exchange for the installation and use of LESSEE's Communication Facility located upon the Premises.

"Tower" means the self-support telecommunications tower owned by LESSOR on their Leasehold Interest at 28 Jansen Lane, Berne, New York 12023.
"Wind Load Surface Area" means the Flat Plate Equivalent Area, as defined in the ANSI TIA standards, of any appurtenance (excluding all mounts, platforms, cables, and other non-operating equipment) at ninety degrees (90°) perpendicular to wind direction, possessing the characteristics of flat material, with associated drag factors.

1. **Due Diligence Investigation.** During the Lease Term, LESSEE shall have the right to analyze the suitability of the Premises for its intended use.

2. **LESSOR's Cooperation.** During the Lease Term, LESSOR shall: (i) cooperate with LESSEE in its efforts to obtain all of the Approvals, including all appeals; and (ii) take no action that would adversely affect the Premises. LESSOR acknowledges that LESSEE's ability to use the Premises is contingent upon LESSEE obtaining and maintaining the Approvals. Additionally, LESSOR grants to LESSEE and its employees, representatives, agents, and consultants a limited power of attorney to prepare, execute, submit, file and present on behalf of LESSOR building, permitting, zoning or land-use applications with the appropriate local, State and/or Federal agencies necessary to obtain land use changes, special exceptions, zoning variances, conditional use permits, special use permits, administrative permits, construction permits, operation permits and/or building permits. LESSOR understands that any such application and/or the satisfaction of any requirements thereof may require LESSOR's cooperation, which the LESSOR hereby agrees to provide. LESSOR shall not "knowingly" do or permit anything that will interfere with or negate any Approvals pertaining to the Improvements or the Premises or cause them to be in nonconformance with applicable local, State or Federal laws. LESSOR agrees to execute such documents as may be necessary to obtain and thereafter maintain the Approvals and agrees to be named as the applicant for said Approvals.

3. **Lease Term.** Effective upon the Commencement Date, LESSOR rents the Premises to LESSEE for the Initial Term. The term of the Agreement shall be extended for eight (8) successive Renewal Terms, unless this Agreement is terminated pursuant to the provisions set forth herein. The Rent payable by LESSEE shall escalate by 7.5% following the expiration of the Initial Term and each Renewal Term. Unless (i) LESSOR or LESSEE notifies the other in writing of its intention to terminate this Agreement at least one hundred eighty (180) days prior to the expiration of the final Renewal Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Renewal Term, then upon the final Renewal Term the Agreement shall continue in full force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter (each an "Annual Term") until terminated by either party by giving to the other written notice of its intention to so terminate at least one hundred eighty (180) days prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the final Renewal Term.

4. **Rent.** Beginning on the Commencement Date, LESSEE shall pay Rent for the Premises.

5. **Additional Charges.** All charges payable under this Agreement such as utilities and taxes shall be billed by LESSOR within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by LESSOR and shall not be payable by LESSEE. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Lessor. The provisions of this section shall survive the termination or expiration of this Agreement.

6. **Access and Easements.** Conditioned upon and subject to commencement of this Agreement, LESSOR grants the following easements and rights-of-way over, under and upon the Premises to LESSEE, LESSEE's employees, agents, contractors, licensees and their employees, agents and contractors: (i) an easement over such portions of the Premises as is reasonably necessary
for the repair and maintenance of the Communication Facility within the Premises; (ii) an easement over such portion of the Premises as is reasonably necessary to obtain or comply with any Approvals; (iii) a utility easement (the "Utility Easement") in the location shown in Exhibit "B" for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes, provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in Exhibit "B" at the sole option of LESSEE, LESSOR shall grant an alternate easement either to LESSEE or directly to the public utility at no cost and in a location acceptable to LESSEE and the public utility; and, (iv) an easement for a right to install, maintain and replace guy wires, and an easement over the Premises extending from each guy wire anchor point to the guy wire attachment point on the tower, as shown in Exhibit "B" (collectively, the "Easements"), for the purposes provided during the Lease Term and thereafter for a reasonable period of time for LESSEE to remove its Communication Facility. If LESSOR fails to provide the Access and Easements granted by this Section of the Agreement, and Access as defined above in the "Definitions" section, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to LESSEE under this Agreement or at law or equity, LESSOR shall pay LESSEE, as liquidated damages and not as a penalty, $500.00 per day in consideration of LESSEE's damages until LESSOR cures such default. LESSOR and LESSEE agree that LESSEE's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages. LESSOR and LESSEE further agree that LESSOR will only be liable to LESSEE under this provision in the event of LESSOR's willful non-compliance to grant Access. Any delays or failures to grant Access by LESSOR will not be considered a breach of this Agreement if and to the extent caused by occurrences beyond the reasonable control of LESSOR, including but not limited to: acts of God; changes to governmental regulations or orders; strikes or other concerted acts of workers; fires; floods; earthquakes; riots; wars or other military disturbances; rebellions; and sabotage; and any time needed in order to eventually grant Access shall be the actual time of delay caused by such occurrence.

7. LESSEE's Right to Terminate: Effect of Termination by LESSEE. LESSEE shall have the right, following the expiration of the Initial Term, to terminate this Agreement, at any time, without cause, by providing LESSOR with one hundred eighty (180) days' prior written notice. LESSEE shall further have the right to at any point during the Lease Term to terminate this Agreement with only thirty (30) days' prior written notice if LESSEE is unable to obtain, or maintain, any required Approvals or the issuance of a license or permit by any agency, board, Court, or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by LESSEE; or if LESSEE determines, in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable or if by title report, the condition of the Premises is unsatisfactory for its intended use. Upon such termination, this Agreement shall become null and void and neither party shall have any further rights or duties hereunder, except that any monies owed by either party to the other up to the date of termination shall be paid within thirty (30) days of the termination date.

8. Use of Premises. The Premises shall be used for the purpose of conducting wireless communications operations and all uses defined under the Communication Facility, as well as the right to test and survey. LESSEE further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future Federal, State or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to LESSEE or LESSOR. LESSOR and LESSEE agree that any portion of the Communication Facility that may be conceptually described on Exhibit B will not be deemed to limit LESSEE's use of the Premises. If Exhibit B includes drawings of the initial installation of the Communication Facility, LESSOR's execution of this Agreement will signify LESSOR's approval
of Exhibit B. All Improvements shall be constructed at LESSEE’s sole expense and the initial installation shall be coordinated with LESSOR. LESSOR will maintain the Premises in a safe condition. All portions of the Communication Facility brought onto the Premises by LESSEE will be and remain LESSEE’s personal property and, at LESSEE’s option, may be removed by LESSEE at any time during or after the Term. It is the intent of the parties that LESSEE’s wireless communications facility shall not constitute a real property fixture.

9. Reserved Equipment/Structural Loading. LESSOR shall at all times during the Lease Term of this Agreement reserve and have ready for LESSEE’s installation of up to thirty-five thousand square inches (35,000 sq. in.) of Wind Load Surface Area, in the aggregate, of equipment anywhere within the Premises on the Tower (the “Allowed Wind Load Surface Area”). LESSOR shall be responsible for the costs of all structural modifications to the Tower required to support the Allowed Wind Load Surface Area. Only in the event that LESSEE has used the Allowed Wind Load Surface Area and an installation of additional equipment within Premises will require structural modifications to comply with then-current applicable law, LESSEE shall be entitled to make such structural modifications to the Tower at LESSEE’s sole expense. In no event shall LESSEE be responsible for Tower modification costs to support the installations of other tenants or for the Tower to comply with applicable law so long as LESSEE’s installation is within the Allowed Wind Load Surface Area.

10. Second RAD Center. In the event that LESSEE needs to use or occupy an Additional RAD Center on the Tower outside of the Premises, and only if it is necessary for the proper functioning of the Communication Facility, then Rent shall be increased by Two Hundred Fifty and No/100 Dollars ($250.00) per month, with consent from LESSOR, which will not be unreasonably withheld, conditioned or delayed. The additional Rent shall be subject to adjustment as provided in Section 3 above of this Agreement.


(A) LESSEE’s Obligation and Indemnity. LESSEE shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Premises in any manner prohibited by law. LESSEE shall indemnify and hold LESSOR harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) from the release of any Hazardous Materials on the Premises if caused by LESSEE or persons acting under LESSEE.

(B) LESSOR’s Obligation and Indemnity. LESSOR shall not (either with or without negligence) cause or permit the escape, disposal or release of any Hazardous Materials on or from the Premises or LESSOR’s Property in any manner prohibited by law. LESSOR shall indemnify and hold LESSEE harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys’ fees, and consultants’ and experts’ fees) from the presence or release of any Hazardous Materials on the Premises or LESSOR’s Property unless caused or contributed to by LESSEE or persons acting under LESSEE.

(C) In the event LESSEE becomes aware of any hazardous materials on the Premises, or any environmental, health or safety condition or matter relating to the Premises, that, in LESSEE’s sole determination, renders the condition of the Premises unsuitable for LESSEE’s use, or if LESSEE believes that the leasing or continued leasing of the Premises would expose LESSEE to undue risks of liability to a government agency or third party, LESSEE will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon
written notice to LESSOR.

12. **Insurance.**

   (A) At all times during the performance of its Due Diligence Investigation and during the Lease Term, LESSEE, at its sole expense, shall obtain and keep in force insurance which may be required by any Federal, State or local statute or ordinance of any governmental body having jurisdiction in connection with the operation of LESSEE's business upon the Premises.

   (B) **Required Insurance for LESSEE.** LESSEE and its subcontractors are required to procure and maintain at their own expense the following insurance coverages:

   (i). **Workers Compensation and Employer's Liability Insurance.** A policy or policies providing protection for their employees in the event of job related injuries while working on the Premises. Worker's compensation as required by law and Employer's Liability limits of $500,000 per accident, $500,000 per disease, per employee, $500,000 per disease policy limit.

   (ii). **Automobile Liability Insurance.** A policy or policies of insurance with limits of $500,000 combined single limit for each accident including all owned, non-owned and hired vehicles while upon the Premises.

   (iii). **General Liability Insurance.** A policy or policies on Insurance Services Office form CG 00 01 or a substitute form providing substantially equivalent coverage with limits of $1,000,000 per occurrence and in the aggregate.

   (iv). **Notwithstanding the forgoing,** LESSEE may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event LESSEE elects to self-insure its obligation under this Agreement to include LESSOR as an additional insured, the following conditions apply: (i) LESSOR shall promptly and no later than thirty (30) days after notice thereof provide LESSEE with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide LESSEE with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) LESSOR shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of LESSEE; and (iii) LESSOR shall fully cooperate with LESSEE in the defense of the claim, demand, lawsuit, or the like.

   (C) **Policy Changes and Expiration.** LESSOR shall be included as additional insured on all liability policies as respects this Agreement, except for Employer's Liability and Workers' Compensation. LESSEE will provide at least thirty (30) days written notice to LESSOR of cancellation or nonrenewal of any required coverage that is not replaced.

   (D) **Proof of Insurance.** No work shall be commenced upon the Premises until LESSEE has delivered at LESSOR request proof of insurance of all required policies of insurance. Upon failure to furnish, deliver and maintain such insurances, at the election of LESSOR, this Agreement may be forthwith declared in default, discontinued, or terminated. Failure to procure and maintain any required insurance policy, shall not relieve LESSEE from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with any obligation of the LESSEE under this Agreement concerning indemnification.

13. **Waiver of Claims and Rights of Subrogation.** The parties hereby waive any and all rights of action for negligence against the other on account of damage to the Improvements, Communication Facility or the Premises resulting from any fire or other casualty of the kind
covered by property insurance policies, regardless of whether or not, or in what amount, such insurance is carried by the parties. All policies of property insurance carried by either party for the Improvements or the Premises shall include a clause or endorsement denying to the insurer rights by way of subrogation against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss.

14. **Eminent Domain/Condemnation.** If LESSOR receives notice of a proposed taking by eminent domain or of any condemnation proceeding of any part of the Premises, LESSOR will notify LESSEE of the proposed taking within five (5) days of receiving said notice and LESSEE will have the option to: (i) declare this Agreement null and void and thereafter neither party will have any liability or obligation hereunder; or (ii) remain in possession of that portion of the Premises that will not be taken, in which event there shall be an equitable adjustment in rent on account of the portion of the Premises and Easements so taken. With either option LESSEE shall have the right to contest the taking and directly pursue an award, which for LESSEE will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses. LESSEE will be entitled to reimbursement for any prepaid Rent on a prorata basis.

15. **Sale of Property.** If during the Lease Term, LESSOR sells all or part of the Premises then such sale shall be under and subject to this Agreement. In the event of a change in ownership, transfer or sale of the Premises, within ten (10) days of such transfer, LESSOR or its successor shall provide a copy of the transfer documents. Until LESSEE receives all such documents, LESSEE shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

16. **Surrender of Property.** Upon expiration or termination of this Agreement, LESSEE shall, within a reasonable time, remove all Improvements and restore the Premises as nearly as reasonably possible to its original condition.

17. **Recording.** LESSEE shall have the right to record a memorandum of this Agreement with the appropriate recording officer. LESSOR shall execute and deliver each such memorandum, for no additional consideration, promptly upon LESSEE’s request.

18. **Hold Harmless.** Each party shall indemnify and defend the other party against, and hold the other party harmless from, any claim of liability or loss from personal injury or property damage arising from the use and occupancy of the Premises by such indemnifying party, its employees, contractors, servants or agents, except to the extent such claims are caused or contributed to by the intentional misconduct or negligent acts or omissions of the other party, its employees, contractors, servants or agents. The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section of this Agreement and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

19. **LESSOR’s Covenant of Title.** LESSOR covenants that it owns the Tower and holds a leasehold title to the Premises and has full authority to enter into and execute this Agreement. LESSOR further covenants that there are no encumbrances or other impediments of title that
might interfere with or be adverse to LESSEE rights under this Agreement. LESSOR further covenants that LESSOR's execution and performance of this Agreement will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on LESSOR. LESSOR hereby acknowledges the Ground Lease Agreement LESSOR entered into with Mr. Jody V. Jansen ("Ground Lessor") dated June 18, 2015. Besides Ground Lessor or the Albany County Legislature, LESSOR hereby represents and warrants that no consent of a third party is necessary to enter into this Agreement, and LESSOR represents that the Ground Lease Agreement between Ground Lessor and LESSOR is in full force and effect.

20. **Interference.** LESSOR and LESSOR agree that LESSEE and LESSOR shall have the right to conduct wireless communications operations that emit radio frequencies on the Premises. Prior to or concurrent with the execution of this Agreement, LESSOR has provided or will provide LESSEE with a list of radio frequency user(s) and frequencies used on the Premises as of the Commencement Date. LESSOR agrees that it will not knowingly permit the construction, installation or operation on the Premises of (i) any additional wireless communications facilities or (ii) any equipment or device that interferes with LESSEE's use of the Premises for a wireless communications facility. LESSEE agrees that it will not knowingly construct, install or operate any equipment or device that interferes with any other equipment or device within the LESSOR's Property operating in accordance with applicable law. LESSOR and LESSEE will cause any interference to cease within twenty-four (24) hours after receipt of notice of interference from the other party. In the event any such interference does not cease within the aforementioned cure period, the opposing party shall cease all operations which are suspected of causing interference (except for intermittent testing to determine the cause of such interference) until the interference has been corrected. Each of the covenants made by LESSOR in this Section of this Agreement is a covenant running with the land for the benefit of LESSEE.

21. **Quiet Enjoyment.** LESSOR covenants that LESSEE, on paying Rent and performing the covenants of this Agreement, shall peaceably and quietly have, hold and enjoy the Premises and Easements.

22. **Mortgages.** This Agreement, LESSEE's contractual interest and the Easements shall be subordinate to any mortgage given by LESSOR, which currently encumbers the LESSOR's Property, provided that any mortgagee shall recognize the validity of this Agreement in the event of foreclosure. In the event that the Premises are or shall be encumbered by such a mortgage, LESSOR shall obtain and furnish to LESSEE a non-disturbance agreement for each such mortgage, in recordable form. If LESSOR fails to provide any non-disturbance agreement LESSEE, may withhold and accrue, without interest, the Rent until such time as LESSEE receives all such documentation.

23. **Title Insurance.** LESSEE, at LESSEE's option, may obtain title insurance on the Premises and Easements. LESSOR shall cooperate with LESSEE's efforts to obtain title insurance by executing documents or obtaining requested documentation as required by the title insurance company. If LESSOR fails to provide the requested documentation within thirty (30) days of LESSEE's request, or fails to provide any non-disturbance agreement required in Section 22 of this Agreement, LESSEE at LESSEE's option, may withhold and accrue, without interest, the Rent until such time as LESSEE receives all such documentation.

24. **Taxes.** LESSEE shall reimburse LESSOR for any and all real property and/or school taxes, which are assessed and levied against the Premises and LESSEE's Tower Facility and/or improvements as the result of this Agreement.
25. **Utilities.** LESSEE shall be financially responsible for its use of any utilities as a result of LESSEE's activities pertaining to the Premises during the term of this Agreement or any renewal therefrom.

   a. LESSEE shall arrange, with the current utility provider for the Premises, for the delivery of an independent utility meter and compensate said provider directly for LESSEE's utility usage.

   b. If, despite LESSEE's reasonable efforts, the current utility provider refuses to provide LESSEE with an independent utility meter and/or refuses to monitor said meter, LESSEE shall, with the assistance of a sub meter to be obtained at LESSEE's sole expense, record its utility usage and annually reimburse LESSOR for said usage.

26. **Default.**

   (A) **Notice of Default; Cure Period.** In the event that there is a default by LESSOR or LESSEE (the "Defaulting Party") with respect to any of the provisions of this Agreement or LESSOR's or LESSEE's obligations under this Agreement, the other party (the "Non-Defaulting Party") shall give the Defaulting Party written notice of such default. After receipt of such written notice, the Defaulting Party shall have thirty (30) days in which to cure any monetary default and sixty (60) days in which to cure any non-monetary default. The Defaulting Party shall have such extended periods as may be required beyond the sixty (60) day cure period to cure any non-monetary default if the nature of the cure is such that it reasonably requires more than sixty (60) days to cure, and Defaulting Party commences the cure within the sixty (60) day period and thereafter continuously and diligently pursues the cure to completion. The Non-Defaulting Party may not maintain any action or effect any remedies for default against the Defaulting Party unless and until the Defaulting Party has failed to cure the same within the time periods provided in this Section.

   (B) **Consequences of LESSEE's Default.** LESSOR acknowledges that under the terms of this Agreement, LESSEE has the right to terminate this Agreement at any time after the Initial Term upon one hundred eighty (180) days' notice. Accordingly, in the event that LESSOR maintains any action or effects any remedies for default against LESSEE, resulting in LESSEE's dispossess or removal, (i) the Rent shall be paid up to the date of such dispossess or removal and (ii) LESSOR shall be entitled to recover from LESSEE, in lieu of any other damages, as liquidated, final damages, a sum equal to six month's Rent.

   (C) **Consequences of the LESSOR's Default.** In the event that LESSOR is in default beyond the applicable periods set forth above, LESSEE may, at its option, upon written notice: (i) terminate the this Agreement, vacate the Premises and be relieved from all further obligations under this Agreement; (ii) perform the obligation(s) of LESSOR specified in such notice, in which case any expenditures reasonably made by LESSEE in so doing shall be deemed paid for the account of LESSOR and LESSOR agrees to reimburse LESSEE for said expenditures upon demand; (iii) take any actions that are consistent with LESSEE's rights; (iv) sue for injunctive relief, and/or sue for specific performance, and/or sue for damages, and/or set-off from Rent any amount reasonably expended by LESSEE as a result of such default.

27. **Limitation on Damages.** In no event shall LESSEE be liable to the LESSOR for consequential, indirect, speculative or punitive damages in connection with or arising from this Agreement, or the use of the Premises.
28. **LESSOR’s Waiver.** LESSOR hereby waives and releases any and all liens, whether statutory or under common law, with respect to any of LESSEE’s property now or hereafter located on the Premises.

29. **Applicable Law.** This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New York. The parties agree that the venue for any litigation regarding the Agreement shall be Albany County, New York.

30. **Assignment, Sublease, Licensing and Encumbrance.** LESSEE has the right upon receipt of the written consent of LESSOR, which consent shall not be unreasonably withheld, conditioned or delayed, to assign its interest in this Agreement and to sublease or license use of the Premises consistent with said interests. Assignment of this Agreement by LESSEE shall relieve LESSEE from any further liability or obligation. However, LESSEE shall not have the right to pledge or encumber its interest in this Agreement without LESSOR’s consent, not to be unreasonably withheld, conditioned or delayed.

31. **Rental Stream Offer.** If at any time after the date of this Agreement, LESSOR receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), LESSOR shall immediately furnish LESSEE with a copy of the Rental Stream Offer. LESSOR shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If LESSEE chooses not to exercise this right or fails to provide written notice to LESSOR within the twenty (20) day period, LESSOR may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If LESSOR attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. LESSEE shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until LESSOR complies with this Section. The rights granted by this Section shall not apply to any transaction other than the assignment by LESSOR solely of the rental stream hereunder. Without limiting the generality of the foregoing, nothing in this Section shall be construed to apply to (1) LESSOR’s grant of a security interest hereunder in connection with any mortgage, loan or other extension of credit; (2) an assignment pursuant to Section 30 hereof of LESSOR’s rights under this Agreement or in and to the Premises (other than an assignment of the rental stream hereunder only); (3) LESSOR’s retention of a contractor to manage and maintain the Premises or a portion thereof for a consideration that includes, in whole or in part, the right to share in rental payments or other revenues; (4) LESSOR’s retention of a contractor to collect rents or other accounts receivable on the LESSOR’s behalf; or (5) the assignment of revenue under any agreement other than this Agreement or of rentals due from any tenant of LESSOR other than LESSEE.

32. **Miscellaneous.**

   **Recording.** LESSEE shall have the right to record a memorandum of this Agreement with the appropriate recording officer. LESSOR shall execute and deliver such a memorandum, for no additional consideration, promptly upon LESSEE’s request.

   **Entire Agreement.** LESSOR and LESSEE agree that this Agreement contains all of the agreements, promises and understandings between LESSOR and LESSEE. No oral agreements, promises, or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents,
brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates. Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by the parties hereto. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

**Affiliates.** All references to "LESSEE" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any use of LESSOR's Property or otherwise exercising the rights of LESSEE pursuant to this Agreement.

**Attorneys’ Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys’ fees and expenses. Prevailing party means the party determined by the Court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than LESSOR, LESSEE and their respective Affiliates to recover their fees and expenses.

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

**Construction of Document.** LESSOR and LESSEE acknowledge that this document shall not be construed in favor of or against the drafter by virtue of said party being the drafter and that this Agreement shall not be construed as a binding offer until signed by LESSEE. To the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted this Agreement.

**Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become binding only upon the handwritten legal execution, acknowledgment and delivery hereof by LESSOR and LESSEE. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

**Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) The captions preceding the Sections of this Agreement are intended only for convenience of reference and in no way define, limit or describe the scope of this Agreement or the intent of any provision hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in this Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms
"termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; and (vii) the singular use of words includes the plural where appropriate.

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

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

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

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

**Notices.** All notices hereunder shall be in writing and shall be given by (i) established national courier service, which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to LESSOR at the LESSOR's Notice Address and to LESSEE at LESSEE's Notice Address.

**Partial Invalidity/Severance.** If any term of this Agreement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

**Records.** LESSEE shall maintain complete and proper accounting records regarding this Agreement. LESSEE shall provide LESSOR and authorized State and/or Federal officials access to any and all books, documents, records, charts, software or any other information relevant to this Agreement immediately upon request. LESSEE shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to LESSOR, and authorized State and/or Federal officials during such period.

**Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination of expiration hereof. In addition, any terms and conditions contained in this Agreement
that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

IRS Form W-9. LESSOR agrees to provide LESSEE with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by LESSEE. In the event the Premises are transferred, the successor to LESSOR shall have a duty at the time of such transfer to provide LESSEE with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in Rent to the successor to LESSOR. LESSOR's failure to provide the IRS Form W-9 within thirty (30) days after LESSEE's request shall be considered a default and LESSEE may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from Rent payments.

Waiver of Jury Trial. Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

THIS SPACE INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF, LESSOR and LESSEE having read the foregoing and intending to be legally bound hereby, have executed this Agreement as of the day and year this Agreement is fully executed by the parties.

"LESSOR"
THE COUNTY OF ALBANY, NEW YORK

By: 
Print Name: 
Print Title (if any): 
Date: 

"LESSEE"
NEW CINGULAR WIRELESS PCS,
A DELAWARE LIMITED LIABILITY COMPANY

By: 
Print Name: 
Print Title (if any): 
Date: 
ACKNOWLEDGMENTS

STATE OF NEW YORK )
SS:
COUNTY OF ALBANY )

On the   day of   , 2019, before me, the undersigned, personally appeared DANIEL P. MCCOY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the Albany County Executive and that by his signature on the instrument, he executed the instrument.

__________________________

NOTARY PUBLIC – STATE OF NEW YORK

STATE OF  )
SS:
COUNTY OF  )

On the   day of   , 2019, before me, the undersigned, personally appeared ____________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as the ____________________, of NEW CINGULAR WIRELESS PSC, LLC and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

__________________________

NOTARY PUBLIC – STATE OF
EXHIBIT "A"
Diagram of the LESSOR's Property
PROPOSED ALBANY COUNTY ELECTRIC TRANSFORMER

PROPOSED ALBANY COUNTY METER UTILTY FRAME

PROPOSED ALBANY COUNTY 15' HIGH DOUBLE SWING GATE

EXISTING ACCESS DRIVE

FUTURE LEASED CARRIER LEASE AREA

PROPOSED ALBANY COUNTY ICE BRIDGE

PROPOSED ALBANY COUNTY 12'X10' EQUIPMENT SHELTER

PROPOSED ALBANY COUNTY 5000 GAL. PROPANE TANK

PROPOSED ALBANY COUNTY 30'X60' ENCLOSED EQUIPMENT COMPOUND

FUTURE LEASED CARRIER LEASE AREA

APPROXIMATE LIMITS OF PROPOSED CLEARING

PROPOSED ALBANY COUNTY 30' HIGH SUPPORT TOWER

PROPOSED 12' OFFSET FROM SOURCE OF LIQUID TO FILL PUMP

COMPOUND PLAN

INFINIGY

JANSEN LANE

COMPOUND PLAN

REVISED: 2
DATE: 1/15/15

LE-3
PROPOSED ALBANY COUNTY SAW ANTENNA
MANUFACTURER: SIMILAR/ZION/RL-1000, BASE
MOUNTING HEIGHT @ 140' AGL; WITH TYP 5/4X/3
480 ROSES AND (7) 1/2" COAX SAMPLING CABLE

PROPOSED ALBANY COUNTY LIGHTNING ROD

PROPOSED (7) ALBANY COUNTY ANTENNA
MANUFACTURER: SIMILAR/DX2418, BASE MOUNTING
HEIGHT @ 412' AGL, H/1/4 A/1/4 COAX

PROPOSED FUTURE COMMERCIAL
CARRIER PANEL ANTENNA MOUNTED AT
130' AGL AND 145' AGL (BY OTHERS)

PROPOSED ALBANY COUNTY
MICROWAVE DISH (TYP A/A)
PROPOSED ALBANY COUNTY
MICROWAVE DISH (TYP B/B)

PROPOSED ALBANY COUNTY
MICROWAVE DISH, MANUFACTURER:
ANDREW/AB-900-F1A/2A, CENTERLINE @ 100' AGL (TO WRIST,
AZ = 89.89), H/1/4 A/1/4 E/W CABLE

PROPOSED ALBANY COUNTY
MICROWAVE DISH, MANUFACTURER:
ANDREW/AB-900-F1A/2A, CENTERLINE @ 230' AGL (TO CABLE,
AZ = 87.33), H/1/4 A/1/4 E/W CABLE

PROPOSED ALBANY COUNTY SELF
SUPPORT TOWER

TOWER ELEVATION

1

JANSSEN LANE

TOWER ELEVATION

REV: 2
DATE: 1/12/15

LE-4