September 9, 2019

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

Dear Chairman Joyce:

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

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

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

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

Sincerely,

[Signature]

Daniel P. McCoy
County Executive
Daniel P. McCoy
Albany County Executive

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

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

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

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

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

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

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

Scope of Services:
Entering into an agreement with the Energy Improvement Corporation in order to implement a C-PACE financing program.

Bond Res. No.:
Date of Adoption:
Click or tap here to enter text.
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 ☒
Justification: (state briefly why legislative action is requested)
The Office of the Albany County Executive respectfully requests authorization to enter into a municipal agreement with the Energy Improvement Corporation (EIC) in order to conform with changes in New York State’s Energize NY PACE Program. This agreement will allow the County to implement the changes outlined in Local Law G for 2019 regarding its Sustainable Energy Loan Program. The program provides Property Assessed Clean Energy ("PACE") financing for qualified commercial and non-profit property owners to make renewable energy and energy efficiency investments.

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

The Program is authorized by New York State General Municipal Law Article 5-L, however, Open C-PACE must
be enabled at the local level. In order to continue to provide the public the benefit of a PACE program in Albany County we request that the Legislature authorize this agreement. A sample municipal agreement provided by the EIC is attached.
LOCAL LAW NO. “G” FOR 2019

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK TO ESTABLISH A SUSTAINABLE ENERGY LOAN PROGRAM (OPEN C-PACE)

Introduced: 8/12/19
By Messrs. Touchette, A. Joyce, Feeney, Bullock, Clay, Commissio, Domalewicz, Ethier, Fein, Frainier, Ms. Lekakis, Mr. Mayo, Ms. McKnight, Messrs. Miller, Reinhardt, Simpson, Ward and Ms. Willingham:

BE IT ENACTED by the Albany County Legislature as follows:

Section 1. This Local Law shall be known as the “Energize NY Open C-PACE Financing Program” and shall read as follows:

ARTICLE I

§1. Legislative findings, intent and purpose, authority.

A. It is the policy of both the Municipality and the State of New York (the “State”) to achieve energy efficiency and renewable energy improvements, reduce greenhouse gas emissions, mitigate the effect of global climate change, and advance a clean energy economy. The Municipality finds that it can fulfill this policy by providing property assessed clean energy financing to Qualified Property Owners (as defined below) for the installation of renewable energy systems and energy efficiency measures. This local law establishes a program that will allow the Energy Improvement Corporation (as defined below, “EIC”), a local development corporation, acting on behalf of the Municipality pursuant to the municipal agreement (the “Municipal Agreement”) to be entered into between the Municipality and EIC, to make funds available to Qualified Property Owners that will be repaid through charges on the real properties benefited by such funds, thereby fulfilling the purposes of this local law and accomplishing an important public purpose. This local law provides a method of implementing the public policies expressed by, and exercising the authority provided by, Article 5-L of the General Municipal Law (as defined below, the “Enabling Act”).

B. The Municipality is authorized to execute, deliver and perform the Municipal Agreement and otherwise to implement this Energize NY Open C-PACE Financing Program pursuant to the Constitution and laws of New York, including particularly Article IX of the Constitution, Section 10 of the Municipal Home Rule Law, the Enabling Act and this local law.

C. This local law, which is adopted pursuant to Section 10 of the Municipal Home Rule Law and the Enabling Act shall be known and may be cited as the “Energize NY Open C-PACE Local Law”.

§2. Definitions
A. Capitalized terms used but not defined herein have the meanings assigned in
the Enabling Act.

B. For purposes of this local law, and unless otherwise expressly stated or unless
the context requires, the following terms shall have the meanings indicated:

Annual Installment Amount – shall have the meaning assigned in Section 8, paragraph B.

Annual Installment Lien – shall have the meaning assigned in Section 8 paragraph B.

Authority – the New York State Energy Research and Development Authority.

Benefit Assessment Lien – shall have the meaning assigned in Section 3, paragraph A.

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

Benefited Property Owner – the owner of record of a Benefited Property.

EIC – the Energy Improvement Corporation, a local development corporation, duly
organized under section 1411 of the Not-For-Profit Corporation Law of the State,
authorized hereby on behalf of the Municipality to implement the Program by
providing funds to Qualified Property Owners and providing for repayment of such
funds from money collected by or on behalf of the Municipality as a charge to be levied
on the real property.

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

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

Finance Agreement – the finance agreement described in Section 6A of this local law.

Financing Charges – all charges, fees and expenses related to the loan under the
Finance Agreement including accrued interest, capitalized interest, prepayment
premiums, and penalties as a result of a default or late payment and costs and
reasonable attorneys’ fees incurred by the Financing Party as a result of a foreclosure
or other legal proceeding brought against the Benefited Property to enforce any
delinquent Annual Installment Liens.
Financing Parties – Third party capital providers approved by EIC to provide financing to Qualified Property Owners or other financial support to the Program which have entered into separate agreements with EIC to administer the Program in the Municipality.
Municipality – the County of Albany, a municipality of the State constituting a tax district as defined in Section 1102 of the RPTL of the State.

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

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

Program – the Energize NY Open C-PACE Financing Program authorized hereby.

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

Qualified Property – Any real property other than a residential building containing less than three dwelling units, which is within the boundaries of the Municipality that has been determined to be eligible to participate in the Program under the procedures for eligibility set forth under this local law and the Enabling Act and has become the site of a Qualified Project.

Qualified Property Owner – the owner of record of Qualified Property which has been determined by EIC to meet the requirements for participation in the Program as an owner, and any transferee owner of such Qualified Property.

RPTL – the Real Property Tax Law of the State, as amended from time to time.

Secured Amount – as of any date, the aggregate amount of principal loaned to the Qualified Property Owner for a Qualified Project, together with Eligible Costs and Financing Charges, as provided herein or in the Finance Agreement, as reduced pursuant to Section 8, paragraph C.

State – the State of New York.

§3. Establishment of an Energize NY Open C-PACE Financing Program

A. An Energize NY Open C-PACE Financing Program is hereby established by the Municipality, whereby EIC acting on its behalf pursuant to the Municipal
Agreement, may arrange for the provision of funds by Financing Parties to Qualified Property Owners in accordance with the Enabling Act and the procedures set forth under this local law, to finance the acquisition, construction, reconstruction, and installation of Qualified Projects and Eligible Costs and Financing Charges approved by EIC and by the Financing Party under the Finance Agreement. EIC, on behalf of the Municipality, and with the consent of the Benefited Property Owner, will record a Benefit Assessment Lien on the Benefited Property in the Secured Amount (the “Benefit Assessment Lien”) on the land records for the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality.

B. Before a Qualified Property Owner and a Financing Party enter into a Finance Agreement which results in a loan to finance a Qualified Project, repayment of which is secured by a Benefit Assessment Lien, a written consent from each existing mortgage holder of the Qualified Property shall be obtained, permitting the Benefit Assessment Lien and each Annual Installment Lien to take priority over all existing mortgages.

§4. Procedures for eligibility

A. Any property owner in the Municipality may submit an application to EIC on such forms as have been prepared by EIC and made available to property owners on the website of EIC and at the Municipality’s offices.

B. Every application submitted by a property owner shall be reviewed by EIC, acting on behalf of the Municipality, which shall make a positive or negative determination on such application based upon the criteria enumerated in the Enabling Act and § 5 of this local law. EIC may also request further information from the property owner where necessary to aid in its determination.

C. If a positive determination on an application is made by EIC, acting on behalf of the Municipality, the property owner shall be deemed a Qualified Property Owner and shall be eligible to participate in the Program in accordance with § 6 of this local law.

§5. Application criteria

Upon the submission of an application, EIC, acting on behalf of the Municipality, shall make a positive or negative determination on such application based upon the following criteria for the making of a financing:

A. The property owner may not be in bankruptcy and the property may not constitute property subject to any pending bankruptcy proceeding;

B. The amount financed under the Program shall be repaid over a term not to exceed the weighted average of the useful life of Renewable Energy Systems and Energy Efficiency Improvements to be installed on the property as determined by EIC;

C. Sufficient funds are available from Financing Parties to provide financing to the property owner;
D. The property owner is current in payments on any existing mortgage on the Qualified Property;
E. The property owner is current in payments on any real property taxes on the Qualified Property; and
F. Such additional criteria, not inconsistent with the criteria set forth above, as the State, the Municipality, or EIC acting on its behalf, or other Financing Parties may set from time to time.

§6. Energize NY Finance Agreement

A. A Qualified Property Owner may participate in the Program through the execution of a finance agreement made by and between the Qualified Property Owner and a Financing Party, to which EIC, on behalf of the Municipality, shall be a third-party beneficiary (the “Finance Agreement”). Upon execution and delivery of the Finance Agreement, the property that is the subject of the Finance Agreement shall be deemed a “Benefited Property”).
B. Upon execution and delivery of the Finance Agreement, the Benefited Property Owner shall be eligible to receive funds from the Financing Party for the acquisition, construction, and installation of a Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, provided the requirements of the Enabling Act, the Municipal Agreement and this local law have been met.
C. The Finance Agreement shall include the terms and conditions of repayment of the Secured Amount and the Annual Installment Amounts.
D. EIC may charge fees to offset the costs of administering the Program and such fees, if not paid by the Financing Party, shall be added to the Secured Amount.

§7. Terms and conditions of repayment

The Finance Agreement shall set forth the terms and conditions of repayment in accordance with the following:

A. The principal amount of the funds loaned to the Benefited Property Owner for the Qualified Project, together with Eligible Costs and Financing Charges approved by EIC and by the Financing Party, shall be specially assessed against the Benefited Property and will be evidenced by a Benefit Assessment Lien recorded against the Benefited Property on the land records on which liens are recorded for properties within the Municipality. The special benefit assessment shall constitute a “charge” within the meaning of the Enabling Act and shall be collected in annual installments in the amounts certified by the Financing Party in a schedule provided at closing and made part of the Benefit Assessment Lien. Said amount shall be annually levied, billed and collected by EIC, on behalf of the Municipality, and shall be paid to the Financing Party as provided in the Finance Agreement.
B. The term of such repayment shall be determined at the time the Finance Agreement is executed by the Benefited Property Owner and the Financing Party, not to exceed the weighted average of the useful life of the systems and improvements as determined by EIC, acting on behalf of the Municipality.
C. The rate of interest for the Secured Amount shall be fixed by the Financing Party in conjunction with EIC, acting on behalf of the Municipality, as provided in the Finance Agreement.

§8. Levy of Annual Installment Amount and Creation of Annual Installment Lien

A. Upon the making of the loan pursuant to the Finance Agreement, the Secured Amount shall become a special Benefit Assessment Lien on the Benefited Property in favor of the Municipality. The amount of the Benefit Assessment Lien shall be the Secured Amount. Evidence of the Benefit Assessment Lien shall be recorded by EIC, on behalf of the Municipality, in the land records for properties in the Municipality. Such recording shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. The Benefit Assessment Lien shall not be foreclosed upon by or otherwise enforced by the Municipality.

B. The Finance Agreement shall provide for the repayment of the Secured Amount in installments made at least annually, as provided in a schedule attached to the Benefit Assessment Lien (the “Annual Installment Amount”). The Annual Installment Amount shall be levied by EIC, on behalf of the Municipality, on the Benefited Property in the same manner as levies for municipal charges, shall become a lien on the Benefited Property as of the first day of January of the fiscal year for which levied (the “Annual Installment Lien”) and shall remain a lien until paid. The creation or any recording of the Annual Installment Lien shall be exempt from any charge, mortgage recording tax or other fee in the same manner as if recorded by the Municipality. Payment to the Financing Party shall be considered payment for this purpose. Such payment shall partly or wholly discharge the Annual Installment Lien. Delinquent Annual Installment Amounts may accrue Financing Charges as may be provided in the Finance Agreement. Any additional Financing Charges imposed by the Financing Party pursuant to the Finance Agreement shall increase the Annual Installment Amount and the Annual Installment Lien for the year in which such overdue payments were first due.

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

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

E. EIC shall act as the Municipality's agent in collection of the Annual Installment Amounts. If any Benefited Property Owner fails to pay an Annual Installment Amount, the Financing Party may redeem the Benefited Property by paying the amount of all unpaid Municipal Liens thereon, and thereafter shall have the right to collect any amounts in respect of an Annual Installment Lien by foreclosure or any other remedy available at law. Any foreclosure shall not affect any subsequent Annual Installment Liens.

F. EIC, on behalf of the Municipality, may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens to Financing Parties that provide financing to Qualified Properties pursuant to Finance Agreements. The Financing Parties may sell or assign for consideration any and all Benefit Assessment Liens and Annual Installment Liens received from EIC, on behalf of the Municipality, subject to certain conditions provided in the administration agreement between EIC and the Financing Party. The assignee or assignees of such Benefit Assessment Liens and Annual Installment Liens shall have and possess the same powers and rights at law or in equity as the Municipality would have had if the Benefit Assessment Lien and the Annual Installment Liens had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection.

§9. Verification and report

EIC, on behalf of the Municipality, shall verify and report on the installation and performance of Renewable Energy Systems and Energy Efficiency Improvements financed by the Program in such form and manner as the Authority may establish.

§10. Separability.

If any clause, sentence, paragraph, section, or part of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof involved in the controversy in which such judgment shall have been rendered.

§11. Compatibility with Local Law No. 5 for 2016

Local Law No. 5 for 2016, as amended by Local Law No. 2 for 2018, shall remain in full force and effect with respect to the financing already made available to property owners pursuant to such Local Law, as amended, but as of the Effective Date of this Local Law no new financing shall be provided pursuant to Local Law No. 5 for 2016, as amended by Local Law No. 2 for 2018 and all further financing provided pursuant to the Enabling Act shall be in accordance with and governed by this Local Law.
Section 2. This local law shall take effect upon filing with the Secretary of State.

Referred to Law Committee – 8/12/19
Favorable Recommendation Law Committee – 10/28/19


Those opposed – 0
Local Law was adopted – 11/12/19
Messer R. Joyce and Stevens abstained.
October 15, 2019

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting approval to enter into a professional service contract with the Capital Regions Landfills, Inc., the operator of the Town of Colonie Landfill. This agreement will provide [landfill] leachate treatment at the District’s North Plant with conveyance provided by the City of Cohoes collection system.

The contract term will be for five (5) years with an annual fee of $25,000 to reserve the right of conveyance and treatment. In addition to the annual fee, the District will charge for treatment at a rate of one cent per gallon, which will be invoiced monthly. Based on the initial estimate of receiving three (3) million gallons of leachate per year the total projected annual revenue would be $55,000.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo S. Gaudio
Executive Director

cc: Dennis A. Feeney, Majority Leader
    Kevin Cannizzaro, Majority Counsel
    Frank Mauriello, Minority Leader
    Arnis Zilgme, Minority Counsel

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REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Request approval to enter into a professional service contract for the treatment of leachate for the Capital Regions Landfills Inc., the operator of the Colonie landfill for an estimated annual fee of $55,000

Date: 10/15/2019
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-477-1624
Department Rep.: Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

Party (Name/address): Capital Region Landfills, Inc.
Colonie Landfill, 1319 Loudon Road,
Cohoes, New York 12047

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

Amount/Raise Schedule/Fee: $55,000
Scope of Services: Treatment of Leachate

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

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: G28130 02124
Revenue Amount: $55,000

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

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

Term
Term: (Start and end date) Dec 31, 2019 - Dec 31, 2024
Length of Contract: 5 years

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Res No. 376 for 2014
Date of Adoption: Oct 14, 2014

Justification: (state briefly why legislative action is requested)
To provide leachate treatment for the Capital Region Landfills, Inc., for an agreed upon fee.
March 25, 2019

Mr. Timothy S. Murphy
Executive Director
County of Albany
Water Purification District
1 Canal Road South
Albany, NY 12204

Re: Renewal of Leachate Treatment Agreement

This letter is in response to your letter dated February 14, 2019 regarding renewal of the above-referenced Agreement beyond its current effective date of December 31, 2019. We would like to renew the agreement under the same terms as the 2014 agreement and are open to either a 5-year or 10-year term for the renewal.

If you have any questions or concerns regarding this matter, please feel free to contact me at (518) 431-9439.

Sincerely,

Corey Judd
District Manager

cc: Matthew J. McGarry, PE
    Jeff Burrier
February 14, 2019

Town of Colonie
Solid Waste Management facility
Attn: Kurt Taylor
1319 Loudon Road
Cohoes, NY 12047

Re: Leachate Treatment

Dear Mr. Taylor,

The contract pursuant to resolution 376 for 2014, adopted October 14, 2014 is set to expire in December 2019. The District would like to know if Capital Region Landfills, Inc. would like to renew the contract agreement under the same terms and agreements as the 2014 contract.

If you would like to renew this agreement please respond in writing to the District as soon as possible. Upon your written request to renew, the District will begin the legislative process to issue a new contract.

Very truly yours,

Timothy S. Murphy
Executive Director
AGREEMENT BETWEEN
ALBANY COUNTY
AND CAPITAL REGION LANDFILLS, INC.
FOR LEACHATE TREATMENT
AT THE ALBANY COUNTY SEWER DISTRICT

PURSUANT TO RES. NO. 376 FOR 2014, ADOPTED OCTOBER 14, 2014

THIS AGREEMENT is made by and between Albany County, a municipal corporation, acting by and through its County Executive, with its principal place of business located at the Albany County Office Building, 112 State Street, Albany, New York 12207-2021 (hereinafter called the “County”) and Capital Region Landfills, Inc., a New York corporation duly authorized to operate the Town of Colonie SOLID WASTE MANAGEMENT FACILITY (hereinafter called the “SOLID WASTE MANAGEMENT FACILITY”), with its principal place of business located at 1319 Loudon Road, Cohoes, New York 12047 (hereinafter called “CAPITAL REGION LANDFILL,” and the County may be referred to as the “party” or the “parties”).

WHEREAS, the Town of Colonie is the owner of the SOLID WASTE MANAGEMENT FACILITY located in the Town of Colonie, County of Albany, State of New York; and

WHEREAS, the Town of Colonie owns an integrated system for the management of municipal solid waste; and

WHEREAS, CAPITAL REGION LANDFILL is under contract with the TOWN to operate all areas of the SOLID WASTE MANAGEMENT FACILITY; and

WHEREAS, the integrated system for the management of municipal solid waste consists of the following facilities:

a. Town Solid Waste Management Facility
b. Town Yard Waste Compost Facility
c. Town Materials Recycling Facility
d. Town Residential Recycling Drop Off Station
e. Town Refuse Transfer Station; and

WHEREAS, the Town of Colonie has an integrated system for the management of municipal solid waste offers incentives for waste reduction, recycling, and disposal of the various categories of municipal solid waste collected from waste generators by implementing a fee structure in a manner that protects public health and promotes waste reduction and sound environmental protection; and

WHEREAS, the Town of Colonie has caused to have constructed facilities for the collection of LEACHATE;
WHEREAS, CAPITAL REGION LANDFILL, after an extensive review of available alternatives for the treatment and discharge of LEACHATE, has determined that the most feasible alternative is to return to discharging a portion of the LEACHATE to the facilities of the DISTRICT; and

WHEREAS, CAPITAL REGION LANDFILL has determined that the most practical means to accomplish such discharge to the facilities of the DISTRICT is through piping to the City of Cohoes to the District's North Plant Facility; and

WHEREAS, the DISTRICT has determined that its facilities are capable of accepting and treating controlled quantities of LEACHATE, without adversely affecting its plant or receiving water with its effluent; and

WHEREAS, CAPITAL REGION LANDFILL is desirous of securing an agreement with the DISTRICT which would provide for the discharge and treatment of said LEACHATE at the facilities of the DISTRICT; and

WHEREAS, this Agreement has been duly authorized by the Albany County Sewer District by resolution, adopted by the Board of Commissioners on May 21, 2014; and

WHEREAS, this Agreement has been duly authorized by the Albany County Legislature by Resolution No. 376 for 2014, adopted October 14, 2014; and

NOW THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

ARTICLE I - DEFINITIONS

The following terms shall have the stated meanings whenever used in this AGREEMENT:

1. LEACHATE - shall mean for the purpose of this agreement an "Industrial Waste" generated at a municipal SOLID WASTE MANAGEMENT FACILITY. Any solid waste in the form of a liquid, including, but not limited to, any suspended components in the liquid, that results from contact with or passage through solid waste.

2. BOD₅ - shall mean five day biochemical oxygen demand, that is, the quantity of oxygen required for the stabilization of the oxidizable organic matter after five days as determined by Standard Methods latest edition.

3. Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS) - shall be as defined and as determined by Standard Methods latest edition.

4. Interference - shall be defined in 40 CFR part 403.3 (I).
5. Pass Through - shall be as defined in 40 CFR Part 403.3 (n).

6. Direct Discharge- shall be defined as the disposal of LEACHATE on a continuous basis from the SOLID WASTE MANAGEMENT FACILITY to the DISTRICT.

7. "Municipality (ies)" - any village, town, DISTRICT or city.

8. "Solid Waste" - Materials or substances which are discarded or rejected by the owner at the time of such discard or rejection and shall include garbage, yard waste, recyclable rubbish, household hazardous waste, major appliances, large household furnishings and non-recyclable rubbish generated by any person. The term shall not include sewage, sludge or water-diluted material.

ARTICLE II - GENERAL PROVISIONS

1. While it remains the SOLID WASTE MANAGEMENT FACILITY is not on NYSDEC's Inactive Hazardous Waste Disposal Site in New York State and the SOLID WASTE MANAGEMENT FACILITY has the authority and capacity to accept solid waste, the terms of this contract remains in effect. The requirements and conditions of this contract are subject to change if this status/classification changes.

2. The DISTRICT agrees to accept Direct Discharge of LEACHATE, for discharge and treatment, from the SOLID WASTE MANAGEMENT FACILITY. The SOLID WASTE MANAGEMENT FACILITY presently Directly Discharges LEACHATE through two storage lagoons. So long as the SOLID WASTE MANAGEMENT FACILITY continues to utilize such lagoons, the SOLID WASTE MANAGEMENT FACILITY agrees to maintain said lagoons in good working order to store LEACHATE should the discharge of LEACHATE be required to be suspended for a period of time; provided, however, the SOLID WASTE MANAGEMENT FACILITY shall be entitled to remove such lagoons and move to tank storage in its sole and absolute discretion. In the event the SOLID WASTE MANAGEMENT FACILITY moves begins to utilize tanks, it agrees to maintain said tanks in good working order to store LEACHATE should the discharge of LEACHATE be required to be suspended for a period of time.

3. The composition of LEACHATE wastes discharged by the SOLID WASTE MANAGEMENT FACILITY to the DISTRICT under this AGREEMENT shall only include LEACHATE wastes collected within the LEACHATE containment areas at the SOLID WASTE MANAGEMENT FACILITY. The SOLID WASTE MANAGEMENT FACILITY shall not discharge any other types of wastes to the DISTRICT pursuant to this AGREEMENT.

It is recognized by the parties that LEACHATE may contain contaminants, other than what is presently detected in the LEACHATE and as such should any such constituent cause “pass through” or “interference” with the operation of the DISTRICT's
facilities, the DISTRICT may establish specific discharge limits for the same from the SOLID WASTE MANAGEMENT FACILITY.

4. Recognized that the specific concentration of contaminants in the LEACHATE waste is variable in nature, the SOLID WASTE MANAGEMENT FACILITY agrees to regulate the discharge of said contaminants to levels which will not result in the development of pass through or interference within the DISTRICT treatment facilities.

5. The DISTRICT agrees to accept, at the existing North Plant an average monthly amount of LEACHATE containing no greater than ONE THOUSAND (1,000) pounds of BOD$_5$ per day.

6. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant, a maximum daily amount of LEACHATE containing no greater than ONE THOUSAND FIVE HUNDRED (1,500) pounds of BOD$_5$ per day and a maximum hourly amount of sixty three (63) pounds per hour.

7. The SOLID WASTE MANAGEMENT FACILITY and the DISTRICT agree that the acceptable method to determine acceptable concentrations of LEACHATE for disposal at the DISTRICT will be through the sampling and analysis conducted by the SOLID WASTE MANAGEMENT FACILITY (semi-annually) and submitted to the DISTRICT. Should the SOLID WASTE MANAGEMENT FACILITY collect and analysis additional samples, the results shall be reported to the District. The DISTRICT may also require the collection of samples to be analyzed at the DISTRICT facility at no cost to the SOLID WASTE MANAGEMENT FACILITY.

8. To the extent necessary to minimize potential odors which may be present in LEACHATE (as determined in the SOLID WASTE MANAGEMENT FACILITY’s reasonable discretion), the SOLID WASTE MANAGEMENT FACILITY agrees to treat the LEACHATE with Bioxide. Should hydrogen sulfide be discovered in collection system as a result of the discharge of LEACHATE, the SOLID WASTE MANAGEMENT FACILITY shall take immediate action to mitigate the problem and be responsible for damage resulting from corrosion related to its release of hydrogen sulfide.

9. The SOLID WASTE MANAGEMENT FACILITY agrees to install and jointly maintain with the DISTRICT and the CITY OF COHOES, an overflow alarm indicator which will turn off the pumps or notify someone at the SOLID WASTE MANAGEMENT FACILITY to turn off the pumps until the overflow stops at which time the discharge of LEACHATE may resume.
ARTICLE III - LEACHATE

1. The SOLID WASTE MANAGEMENT FACILITY and DISTRICT agree that the required LEACHATE sample be comprised of a grab sample on a monthly basis. This sample must be representative of the entire volume of LEACHATE discharged.

2. The DISTRICT agrees to receive a collected grab sample from the SOLID WASTE MANAGEMENT FACILITY and perform as required and/or deemed necessary by the DISTRICT, laboratory analysis for the determination of COD, BOD₅ and TSS.

3. The SOLID WASTE MANAGEMENT FACILITY agrees to inform the DISTRICT as to the analytical results it is required to perform as per its 6 NYCRR Part 360 permit.

4. The SOLID WASTE MANAGEMENT FACILITY agrees to allow the DISTRICT or its representatives, exhibiting proper credentials and identification, to enter the SOLID WASTE MANAGEMENT FACILITY LEACHATE system, for the purpose of inspecting and/or sample collection during normal business hours, accompanied by an appropriate manager of the SOLID WASTE MANAGEMENT FACILITY.

5. The SOLID WASTE MANAGEMENT FACILITY agrees to maintain records and allow the District access to all records regarding the collection and disposal of Leachate for a minimum of three (3) years.

ARTICLE IV - FLOW MEASUREMENT

The SOLID WASTE MANAGEMENT FACILITY upon completion of each days discharge will record the total volume of LEACHATE discharged. A summation sheet will be provided to The DISTRICT at the end of each month on which discharge occurred.

ARTICLE V - FEES; PAYMENT

1. CAPITAL REGION LANDFILL will make an annual payment of $25,000 to the DISTRICT due upon the execution of this contract and annually on the date of execution each year thereafter for the term of the contract. All payments are due and payable within thirty (30) days of the date of the invoice. CAPITAL REGION LANDFILL agrees to pay a charge for all past due amounts in an amount equal to one and one half percent (1.5 %) of such past due amount for each month or part thereof during which such payments remain unpaid. Should any portion of this account remain unpaid for more than sixty (60) days from the date of the invoice, the DISTRICT shall have the option, with notice to CAPITAL REGION LANDFILL, to suspend service under this Agreement unless and until payment has been made for all services performed by the DISTRICT under this Agreement.
2. In consideration of the terms and obligations contained in this Agreement, CAPITAL REGION LANDFILL agrees to pay, and the County agrees to accept, a disposal rate of ZERO AND 01/100 DOLLARS ($0.01) PER GALLON, invoiced monthly.

ARTICLE VI - FACILITIES OPERATION AND MANAGEMENT

1. Facilities and Operation - The SOLID WASTE MANAGEMENT FACILITY has constructed and will continuously operate and maintain LEACHATE collection facilities and keep the same in good working order at all times.

2. Qualified Operator - The SOLID WASTE MANAGEMENT FACILITY shall designate a qualified individual to oversee the sampling and discharge from the LEACHATE collection system.

3. Liaison - The DISTRICT shall designate one qualified individual to act as a liaison between the SOLID WASTE MANAGEMENT FACILITY and the DISTRICT.

4. Sewer Use - The SOLID WASTE MANAGEMENT FACILITY agrees to operate and maintain the facility in accordance with Local Law #F for 2008 and amendments thereto.

5. Emergencies - The SOLID WASTE MANAGEMENT FACILITY shall notify the DISTRICT immediately of any abnormal or emergency conditions affecting the discharge, such as spills develop or cause to have developed spill prevention and counter measure control containment, as required by Local Law #F 2008. Said procedures shall be approved by the DISTRICT and shall be submitted with 60 days after executing this contract.

6. Modification of Discharge Limits - The DISTRICT reserves the right to decrease allowable discharge limitation in accordance with Local Law #F, 2008, pretreatment program regulations and SPDES permit limits and regulations. Any such modifications shall be in compliance with 40 CFR Part 403.18.

7. Review of Operation - The DISTRICT reserves the right to periodically inspect and review the operation of the LEACHATE collecting facilities and to request commercially reasonable changes in operating procedures if it is deemed necessary and for good cause to protect DISTRICT operations and permit. Modification of requirements may justify renegotiation of this AGREEMENT.

8. The discharge of wastewater solids or wastewater sludges other than those normally present in the discharge from the LEACHATE collection system in their present state is prohibited.

9. Any modification of SOLID WASTE MANAGEMENT FACILITY LEACHATE holding facilities as they presently exist, except for any plans to remove the storage lagoons and replace with tanks, shall be subject to the review of the DISTRICT.
ARTICLE VII - PERMIT AND APPROVAL

The SOLID WASTE MANAGEMENT FACILITY agrees to obtain all required governmental approvals and permits that pertain to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

The DISTRICT agrees to obtain all required governmental approvals and permits that pertain to LEACHATE disposal necessary to effectuate this Agreement, including the payment of required fees for permit processing and approval.

In accordance with 40 CFR Part 403.5 the SOLID WASTE MANAGEMENT FACILITY is prohibited to allow certain discharge to the DISTRICT, including, but not limited to:

1. Pollutants which create a fire or explosion hazard in the POTW, including, but not limited to, wastestreams with a closed cup flashpoint of less than 140 degrees Fahrenheit or 60 degrees Centigrade using the test methods specified in 40 CFR 261.21.

2. Pollutants which will cause corrosive structural damage to the POTW or its appurtenances, but in no case discharges with pH lower than 5.0, unless the works is specifically designed to accommodate such discharges.

3. Solid or viscous pollutants in amounts which will cause obstruction to the flow in the POTW resulting in Interference;

4. Any pollutant, including oxygen demanding pollutants (BOD, etc.) released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW.

5. Heat in amounts which will inhibit biological activity in the POTW resulting in Interference, but in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104°F) unless the Approval Authority, upon request of the POTW, approves alternate temperature limits.

6. Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that will cause interference or pass through;

7. Pollutants which result in the presence of toxic gasses, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems.

8. Any trucked or hauled pollutants, except at discharge points designated by the POTW.
9. Leachate with a pH less than 5.5 s.u. or greater than 10.0 s.u.

ARTICLE VIII - FACILITIES SHUTDOWN

The SOLID WASTE MANAGEMENT FACILITY agrees that it will terminate the discharge of LEACHATE wastes, when such discharge might cause interference or pass through at the DISTRICT’s treatment facility, or cause a SPDES permit violation.

ARTICLE IX - TERM OF AGREEMENT

1. This Agreement shall be mutually binding upon both parties for a term of five (5) years from the date of execution.

2. This Agreement shall be amended immediately by either party when necessary to meet Federal, State, and/or Local regulatory requirements. Should the DISTRICT be required to amend Albany County Sewer District’s Local Law Number 1, 1984, both parties reserve the right to re-negotiate this Agreement.

ARTICLE X - INDEMNIFICATION

Where applicable to the discharge of LEACHATE, CAPITAL REGION LANDFILL shall defend, indemnify, and save harmless the County, its employees, and its agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorney’s fees) arising out of, or in consequence of, any negligent or intentional act or omission of CAPITAL REGION LANDFILL, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

THIS SPACE LEFT BLANK INTENTIONALLY.

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

COUNTY OF ALBANY

DATED: 12/21/14

BY: Daniel P. McCoy
   County Executive
   or
   Philip Calderone
   Deputy County Executive

CAPITAL REGION LANDFILLS, INC.

DATED: 12/22/2014

BY: [Signature]
   Name: [Name]
   Title: [Title]
STATE OF NEW YORK )
COUNTY OF ALBANY  ) SS:

On the ___ day of __________, 2014, before me, the undersigned, personally appeared Daniel P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____________________________
NOTARY PUBLIC

STATE OF NEW YORK )
COUNTY OF ALBANY  ) SS:

On the ___ day of __________, 2014, before me, the undersigned, personally appeared Philip Calderone personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

____________________________
NOTARY PUBLIC

STATE OF New York )
COUNTY OF Saratoga  ) SS:

On the ___ day of __________, 2014, before me, the undersigned, personally appeared _____ Donald Haileck____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

____________________________
NOTARY PUBLIC
October 23, 2019

Hon. Andrew Joyce
Chairman
Albany County Legislature
112 State Street – Suite 710
Albany, New York 12207

Dear Mr. Joyce,

The Albany County Water Purification District (District) is requesting approval to renew a professional service contract with the Albany County Airport Authority (Airport). This agreement will provide reserve treatment capacity at the District’s North Plant as an emergency backup to the Airport’s onsite propylene glycol wastewater system. A summary of the agreement is as follows:

- Contract term: 5 years, starting January 1, 2020
- Minimum annual fee: $5,000 (To be paid to the District)
- Flow measurement and sampling protocols for glycol wastewater discharged to the District
- Fee schedule for glycol wastewater received by the District

The District’s total projected revenue over the five year contract term would be $25,000.

Should you have questions please contact me at 518-447-1617.

Very truly yours,

Angelo S. Gaudio
Executive Director

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

Description (e.g., Contract Authorization for Information Services):
Renewal of a long term professional service contract with the Albany County Airport Authority to
provide emergency treatment of the Airport's propylene glycol wastewater

Date: 10/23/2019
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-447-1624
Department Rep.
Attending Meeting: Angelo Gaudio

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
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: G18130.02375
Revenue Amount: $5,000 annual

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

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

Term
Term: (Start and end date) January 1, 2020 - January 1, 2025
Length of Contract: 5 years

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 2014-083
Date of Adoption: 3/10/14

Justification: (state briefly why legislative action is requested)
Provide the Airport with reserve capacity at the District's North Plant to treat the Airport's glycol wastewater in the event of an emergency.
September 3, 2019

Mr. Angelo Gaudio, Executive Director
Albany County Water Purification District
1 Canal Road, South
Albany, New York 12204

Re: Professional Services Agreement to support Airport Deicing–Water Quality Management; ACAA Contract S-146 Renewal

Dear Mr. Gaudio,

Thank you for past District support for the Albany International Airport Deicing Waste Treatment system operations. As discussed between our respective staff, the Airport Authority wishes to continue services specified in the attached proposed Agreement not to exceed the basic fee of $5,000 per year with wastewater treatment terms on an as-needed basis renewable for the five-year period commencing January 1, 2020.

Please do not hesitate to call me or my staff at 518-242-2238 if we may provide any information or assistance. Thank you.

Sincerely,

John A. O’Donnell
Chief Executive Officer

JOD/lk
cc: Stephen Iachetta, ACAA
May 7, 2014

Attn: John O'Donnell, P.E.
Albany County Airport Authority
Administrative Building, Suite 200
Albany, NY 12211

RE: De-Icing Treatment Agreement Resolution No. 83 for 2014

Dear Mr. O'Donnell,

Enclosed please find one fully executed copy of the above subject contract for your files.

If you have any questions, please feel free to contact me at 518-447-1617.

Very truly yours,

Richard J. Lyons
Executive Director

RJL:sh
Enc.
DATE: May 6, 2014

TO: Richard J. Lyons
   Albany County Sewer District

FROM: Tracy A. Murphy
   Assistant County Attorney

RE: Agreement between the Albany County Airport Authority and Albany County Sewer District for De-Icing Waste Treatment at the Albany International Airport Pursuant to Resolution No. 83 of 2014

Enclosed is an executed duplicate original agreement. Kindly forward the agreement to the contractor.

Thank you.

TAM/bcd
Enclosure
**ALBANY COUNTY CONTRACT COVER SHEET**

**COUNTY AGENCY:**
(Names and addresses; list all parties)

<table>
<thead>
<tr>
<th>Richard J Lyons</th>
<th>Albany International Airport</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany County Sewer District</td>
<td>Administration Building, Suite 200</td>
</tr>
<tr>
<td>112 State Street</td>
<td>Albany, NY 12211</td>
</tr>
<tr>
<td>Albany, NY 12207</td>
<td></td>
</tr>
</tbody>
</table>

**CONTRACT ENTITY:**
(Names and addresses; list all parties)

| Albany International Airport                         |                                               |
| Administration Building, Suite 200                   |                                               |
| Albany, NY 12211                                     |                                               |

**RESOLUTION NO:** 83 for 2014

**CONTRACT NO:**

**TERM:**

**DOLLAR AMOUNT:**

**SCOPE OF SERVICE (brief summary statement)**

For De-Icing Waste Treatment at the Albany International Airport

**APPENDICES ATTACHED: (specify)**

<table>
<thead>
<tr>
<th>Schedule A</th>
<th>Schedule B</th>
<th>Schedule C</th>
<th>Schedule D</th>
<th>Exhibit A</th>
<th>Exhibit</th>
<th>Exhibit</th>
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</table>
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE ALBANY COUNTY AIRPORT AUTHORITY
AND ALBANY COUNTY SEWER DISTRICT
FOR DE-ICING WASTE TREATMENT
AT THE ALBANY INTERNATIONAL AIRPORT

PURSUANT TO RES. NO. 83 FOR 2014, ADOPTED MARCH 10, 2014

This Agreement is made by and between the ALBANY COUNTY AIRPORT AUTHORITY, a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany International Airport AUTHORITY Act enacted by Chapter 686 of the laws of 1993 and set forth in Title 32 of the New York Public Authorities law, with a principal place of business located at the Administration Building, Suite 200, Albany International Airport, Albany, New York 12211 (hereinafter called the “AUTHORITY” or “Authority”), and the County of Albany on behalf of the ALBANY COUNTY SEWER DISTRICT (hereinafter called the “DISTRICT” or “District”), a New York municipal corporation, acting by and through its County Executive, with a principal place of business located at 112 State Street, Albany, New York 12207 (hereinafter called the “COUNTY” or “County”).

WHEREAS, the County owns the Albany County Airport located in the Town of Colonie, County of Albany, State of New York (hereinafter called the “Airport”); and

WHEREAS, the County has entered into an Airport Lease Agreement dated December 5, 1995 and effective as of May 16, 1996 (hereinafter called the “Agreement”), with the AUTHORITY whereby the COUNTY has granted, and the AUTHORITY has accepted, the exclusive right to operate, maintain and improve the Airport, subject to the restrictions and conditions stated in the Agreement, including all rights and obligations in each and every contract relating to the maintenance, operation, leasing, management or construction of the Airport, and all other rights, privileges or entitlements necessary to continue to use, operate and develop the Airport; and

WHEREAS, the Airport has caused to have constructed facilities for the collection and treatment of glycol contaminated wastes containing propylene glycol, an anti-icing agent applied to aircraft in accordance with FAA regulations; and

WHEREAS, the AUTHORITY, after an extensive review of available alternatives for the treatment and discharge of propylene glycol contaminated runoff, has determined that the most feasible alternative is to treat the propylene glycol contaminated runoff with an anaerobic digester with an aerobic final treatment system and to discharge the treated glycol contaminated runoff to the Shaker Creek through a NYSPDES permit; and

WHEREAS, the AUTHORITY has determined that should the anaerobic digester with aerobic final treatment system not meet the criteria for discharge to the Shaker Creek under the Authority’s NYSPDES permit, that the AUTHORITY may need to
discharge the propylene glycol contaminated runoff to the facilities of the DISTRICT;
and

WHEREAS, the AUTHORITY has determined that should the anaerobic digester with aerobic final treatment system be out of service for a period of time, that the AUTHORITY may need to discharge the concentrated (untreated) propylene glycol contaminated runoff to the facilities of the DISTRICT; and

WHEREAS, the AUTHORITY has determined that should discharge to the DISTRICT facilities be required that the most convenient means is by piping it to a conveyance facilities owned and operated by the Village of Colonie, whose point of discharge to the DISTRICT is to the Patroons Creek Interceptor of the DISTRICT, located on the western side of Railroad Avenue, approximately five (5) miles west of the Hudson River; and

WHEREAS, the DISTRICT has determined that its facilities are capable of accepting and treating controlled quantities of glycol contaminated waste, without adverse affect on its plant or the receiving water for its effluent discharge; and

WHEREAS, the DISTRICT has further determined that since the Airport is outside the boundaries of the DISTRICT, a contract for services must be executed by and between the DISTRICT and the AUTHORITY; and

WHEREAS, the AUTHORITY is desirous of securing an agreement with the DISTRICT which would provide for the discharge and treatment of said glycol contaminated waste at the facilities of the DISTRICT; and

WHEREAS, this AGREEMENT has been duly authorized by the Albany County Legislature by Resolution No. 83 for 2014, adopted March 10, 2014; and

NOW THEREFORE, IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

ARTICLE I - DEFINITIONS

The following terms shall have the stated meanings whenever used in this AGREEMENT:

1. Glycol - shall mean propylene glycol, a chemical mixed with water and applied to aircraft, prior to takeoff, during adverse weather conditions. Specific properties of propylene glycol are:

   Chemical formula = C₃H₈O₂; molecular weight = 76.09; melting point = 60°C; boiling point = 185°C; specific gravity = 1.04; and complete solubility in water.
2. Total Glycols - shall mean the analytical measure of total glycols in water as determined by the latest edition of the meta-periodate testing procedure developed by the New York State Department of Health, with analytical results reported as total glycol.

3. Propylene Glycol Runoff - shall mean that mixture of glycol with runoff from rain, snow, ice-melt and minor amounts of surface contaminants that are collected within glycol containment facilities and eventually discharged by the equalization lagoon pumping station. Surface contaminants are intended to include those contaminants commonly found on airport runways and aprons that may be transported from the glycol containment system.

4. BOD₅ - shall mean five day biochemical oxygen demand, that is, the quantity of oxygen required for the stabilization of the oxidizable organic matter after five days as determined by Standard Methods latest edition.

5. Chemical Oxygen Demand (COD) and Total Suspended Solids (TSS) - shall be as defined and as determined by Standard Methods latest edition.

6. Interference - shall be defined in 40 CFR Part 403.3(i).

7. Normal Sewage - shall mean, for the purpose of this contract, pretreated propylene glycol collected runoff, which when analyzed shows by weight the following characteristics which are typical to domestic waste:

   a. BOD 2000 lbs. per million gallons (240 milligrams per liter) or less.

   b. Chlorine demand 208 lbs. per million gallons (300 milligrams per liter) or less.

   c. Suspended solids 2500 lbs. per million gallons (25 milligrams per liter) or less.

8. Pass Through - shall be as defined in 40 CFR part 403.3(n).

10. Pretreatment - for the purpose of this agreement shall mean the anaerobic and aerobic treatment of propylene glycol collected runoff.

ARTICLE II - GENERAL PROVISIONS

1. The DISTRICT agrees to accept glycol-contaminated waste, for treatment and discharge, from the Airport de-icing facilities.

2. The composition of glycol-contaminated waste discharged by the Airport to the DISTRICT under this AGREEMENT shall only include glycol-contaminated wastes
collected within the glycol containment areas at the Airport. The Airport shall not discharge any other types of wastes to the DISTRICT pursuant to this AGREEMENT.

It is recognized by the parties that glycol contaminated wastes may contain contaminants, other than glycol and as such should any such constituents cause “pass through” or “interference” with the operation of the DISTRICT’S facilities, the DISTRICT may establish specific discharge limits for the same from the Airport de-icing facilities.

3. Recognized that the concentration of glycol in the glycol contaminated waste is variable in nature, the AUTHORITY agrees to regulate the discharge of said contaminants to levels which will not result in the development of pass through or interference within the DISTRICT treatment facilities.

4. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant, an average monthly amount of glycol contaminated waste containing no greater than one thousand (1,000) pounds of BOD₅ per day and an average monthly hourly amount no greater than forty two (42) pounds per hour.

5. The DISTRICT agrees to accept, at the existing North Albany Wastewater Treatment Plant, a maximum daily amount of glycol contaminated waste containing no greater than one thousand five hundred (1500) pounds of BOD₅ per day and a maximum hourly amount of sixty three (63) pounds per hour.

6. The AUTHORITY and the DISTRICT agree that the acceptable flow rate of glycol contaminated runoff to be discharged to the DISTRICT shall be determined through daily glycol contaminated waste sampling and analysis to be completed at the equalization lagoon pumping station and that pumping rates will be set by the DISTRICT and maintained 24 hours per day by the AUTHORITY. Sampling and analysis to be conducted by the DISTRICT.

7. The AUTHORITY and the DISTRICT agree that the DISTRICT shall be permitted the opportunity to review and approve all plans prepared for the collection and discharge of glycol contaminated wastes at the Airport. The AUTHORITY agrees that it will endeavor to address all comments raised by the DISTRICT, and the DISTRICT agrees that it shall not unreasonably withhold required approvals.

ARTICLE III - WASTE WATER SAMPLING

1. The AUTHORITY agrees to maintain a refrigerated composite wastewater sampler with provisions for four (4) day sample collection for the purpose of the required daily sampling. The sampler shall be located within the pumping station and shall draw samples from the pump station wet well.
2. The AUTHORITY and DISTRICT agree that the required daily glycol contaminated waste sample comprised of a 24-hour composite sample.

3. The DISTRICT agrees to collect a daily sample and perform as required, laboratory analysis for the determination of COD, BOD₃, and Total Glycols, in a timely manner.

4. When the glycol contaminated runoff is collected and discharged without pretreatment, the DISTRICT agrees to inform the AUTHORITY as to the analytical results of each day's composite sampling and required changes in the discharge flow rate from the equalization lagoon pumping station. The AUTHORITY agrees to discharge glycol contaminated runoff at a rate calculated by the following expression:

\[ Q = \frac{83.21L}{C} \]

where, \( Q \) is the acceptable discharge flow rate in gpm
\( C \) is the concentration of BOD₃ in the de-icing waste in mg/L
\( L \) is the acceptable BOD₃ loading in pounds per day

The DISTRICT may use the approximate expression:

\[ Q = \frac{(83.21)L}{2.7G} \]

where \( Q \) and \( L \) have been defined above

\( G \) is the concentration of total glycol as defined in ARTICLE I.

to set discharge rates. However, the AUTHORITY is not to be subjected to surcharges should the DISTRICT set pumping rates which results in actual discharges of BOD₃ in excess of 1000 pounds per day.

5. The AUTHORITY shall allow the DISTRICT or its representatives, exhibiting proper credentials and identification, to enter the glycol handling facilities at the Airport, at all reasonable hours, for the purpose of sample collection and/or records inspection.

6. Quarterly testing for metals to conform to 40 CFR Part 503, Subpart E, to include As, Cd, Cr, Pb, Ni, Hg, Mo, Tm, BE, Cu, Zn, Ag, Se, SB, and Cn.

ARTICLE IV - FLOW MEASUREMENT

1. Continuous flow measurement shall be maintained by the AUTHORITY through means of a magnetic flowmeter located on the discharge piping of the pumping station. The flowmeter shall be capable of recording both continuous and totalized flow and shall have calibration verified as necessary.
2. Should the District find it necessary, the AUTHORITY shall report, in writing, to the DISTRICT, on a monthly basis, the total volume of glycol contaminated waste discharges to the treatment facilities by the Airport and the total amount of glycol solution used. The AUTHORITY also agrees to notify the DISTRICT within 24 hours that a de-icing event has taken place.

ARTICLE V - COST / FEES

COST

In consideration of the mutual understandings set forth in the AGREEMENT, the AUTHORITY agrees to pay, and the DISTRICT agrees to accept, as full compensation for the treatment of glycol contaminated wastes, a monthly fee as follows:

1. When the effluent discharge from the AUTHORITY’S pretreatment system has received anaerobic treatment but can not be discharged under the AUTHORITY’S NYSPDES permit, the AUTHORITY shall discharge to the DISTRICT and compensate the DISTRICT as follows:

   \[ C_G \times \text{Total gallons discharged} \]

   where \( C_G = .5 \) (1/2) cents (the calculated cost for handling an estimated 12 million gallons of treated effluent from the AUTHORITY’S pretreatment unit).

2. For temporary emergency discharge of glycol contaminated runoff that has not been pretreated, due to a malfunction or shutdown of the anaerobic and aerobic treatment systems, the cost for disposal will be based upon the DISTRICT’s cost per pound of \( \text{BOD}_5 \) from the previous year using the equation as follows:

   When the discharge of glycol contaminated waste falls outside the definition of Normal Sewage, the monthly average \( \text{BOD}_5 \) loading is one thousand (1000) pounds or less per day, the fee shall be:

   \[ (1.25) T_c \]

   and when the monthly average \( \text{BOD}_5 \) loading is between one thousand (1000) and one thousand five hundred (1500) pounds per day, the fee shall be:

   \[ (1.50) T_c \]

   \[ T_c = \text{Total Cost for monthly } \text{BOD}_5 \text{ loading.} \]

   \[ T_c = \frac{\text{Total Monthly } \text{BOD}_5 \text{ Loading}}{\text{Total Budget Discharged by the Airport}} \times \text{Expenditures of} \]
In pounds

the District from the
Previous year
Total Annual BOD₅
Loading delivered to
the DISTRICT for the
previous year in lbs.

Acceptance of compensation for loadings over and above those set in
ARTICLE II, paragraph 4 shall not be construed as approval of or a
modification of such loadings.

3. For seasonal discharge of pretreated glycol contaminated runoff when the
glycol contaminated waste falls within the definition of Normal Sewage, the
fee shall be:

$$(1.0) T_c$$

$$T_c = \text{Total Cost for monthly BOD}_5 \text{ loading}$$

where $$T_c = \text{Total Monthly BOD}_5 \text{ Loading Discharged by the Airport} \times \text{(Total Budget}
\text{ expenditures of the District from the Previous year Total Annual BOD}_5 \text{ Loading treated by the DISTRICT the previous year in lbs.}$$

Acceptance of compensation for loadings over and above those set in
ARTICLE II, paragraph 4 shall not be construed as approval of or a
modification of such loadings.

For purposes of the AGREEMENT, the total annual budget of the DISTRICT
shall be the budgeted yearly administrative, operation and maintenance expenses together
with any principal and interest payments, and/or capital improvement costs.
FEES

The AUTHORITY agrees to pay an annual fee of FIVE THOUSAND AND 00/100 DOLLARS ($5,000.00) to the DISTRICT to cover the cost of annual testing required by the District under the terms of this contract. This fee does not include monitoring required by any other permit held by the AUTHORITY or the cost of sludge disposal. In consideration of this fee, the DISTRICT agrees to collect the samples and transport the samples to their laboratory and analyze the samples as required in accordance with the latest edition of Standard Methods for Examination of Water and Wastewater and/or 40 CFR Part 136 as applicable or as defined herein.

Any additional testing required of the DISTRICT by regulatory authorities due to Airport de-icing other than those tests specifically stated in ARTICLE III, Section 3 shall be considered an additional cost to the AUTHORITY. The AUTHORITY shall have the option of performing such tests independently or request the DISTRICT to arrange such testing.

The annual fee under this Section may be re-negotiated each year upon the written request of either party. Such requests shall be made by October 1st of the preceding year.

The annual fee does not include analysis of stream samples made by the DISTRICT at the requests of the AUTHORITY.

1. Fees for the treatment of glycol contaminated runoff shall be due and payable as follows:
   a. the monthly treatment fee shall be due and payable within thirty (30) days of invoice from the DISTRICT;
   b. the annual testing and administrative fee shall be due and payable by January 31st of each year.

2. The AUTHORITY agrees to pay the DISTRICT the current in County rate per thousand gallons of sludge not to exceed 5% solids, disposed at the DISTRICT'S North Plant Facility. The AUTHORITY will be responsible to obtain a valid Waste Transporter Permit pursuant to 6 NYCRR 364 in order to transport the sludge by truck. The truck must be "certified clean" by DISTRICT standard. The transport truck shall be capable to pump the sludge at a minimum of 30 feet vertical to the DISTRICT'S sludge holding tanks.

3. Sludge over five percent (5%) will be subject to a surcharge at one cent per gallon for each one percent increase over five percent (5%) or part thereof.

4. Any miscellaneous fees required by the AUTHORITY for the purpose of security clearance of employees of the DISTRICT shall be waived or paid for by the AUTHORITY.
ARTICLE VI - FACILITIES OPERATION AND MANAGEMENT

1. Facilities and Operation - The AUTHORITY has constructed and will continuously operate and maintain pumping and equalization facilities and keep the same in good working order at all times.

2. Qualified Operator - The AUTHORITY shall designate a qualified individual to oversee the operation of the facility and shall diligently operate the facility in the manner intended.

3. Liaison - The DISTRICT shall designate one qualified individual to act as a liaison between the AUTHORITY operators and the DISTRICT.

4. Sewer Use - The AUTHORITY agrees to operate and maintain the facility in accordance with Local Law F, 2008.

5. Emergencies - The AUTHORITY shall notify the DISTRICT immediately of any abnormal or emergency conditions affecting the discharges such as spills of glycol or jet fuel and shall develop or cause to have developed spill prevention and counter measure control containment for petroleum products and glycol used within glycol containment areas as required by Local Law F, 2008. Said procedures shall be approved by the DISTRICT and shall be submitted within 60 days after execution of this AGREEMENT.

6. Modification of Discharge Limits - The DISTRICT reserves the right to decrease allowable discharge limitations in accordance with Local Law F, 2008, pretreatment program regulations and SPDES permit limits and regulations. Any such modifications shall be in compliance with 40 CFR part 403.18.

7. Operating Plan - An operating plan shall be submitted to the DISTRICT within 60 days after execution of this AGREEMENT.

8. Management Plan - A management plan setting forth proposed glycol reduction methods and procedures shall be submitted to the DISTRICT within 60 days after execution of this AGREEMENT.

9. Review of Operation - The DISTRICT reserves the right to periodically review the operation of Airport pumping and equalization facilities and to direct changes in operating procedures if it is deemed necessary and for good cause.

10. The discharge of pretreated glycol contaminated wastes in a manner not approved by the DISTRICT is prohibited and shall be cause to immediately cancel this AGREEMENT.
The use of additives other than those necessary for odor control and foaming in conjunction with the use of equalization facilities is considered pretreatment.

11. The discharge of wastewater solids or wastewater sludge other than those normally present in the discharge from the equalization lagoons in their present state is prohibited.

12. Any modification of equalization facilities as they presently exist shall be subject to the prior approval of the DISTRICT.

13. Should the waste stream from the AUTHORITY'S collection and treatment systems exhibit other characteristics requiring special handling by the DISTRICT, this will require modification to this AGREEMENT or will render this AGREEMENT null and void.

ARTICLE VII - PERMITS AND APPROVAL

The AUTHORITY agrees to obtain all required governmental approvals and permits necessary to effectuate this AGREEMENT, including the payment of required fees for permit processing and approval.

The AUTHORITY agrees to accept an industrial wastewater discharge permit issued at the discretion of the DISTRICT, pursuant to Federal Pretreatment Regulations and Local Law F, 2008.

ARTICLE VIII - FACILITIES SHUTDOWN

Upon immediate notification from the DISTRICT, the AUTHORITY agrees that it will terminate the discharge of glycol contaminated wastes, when such discharge might cause interference or pass through at the DISTRICT'S treatment facility, or cause a SPDES permit violation.

ARTICLE IX - TERM OF AGREEMENT

This AGREEMENT shall be mutually binding upon both parties for a term of five (5) years from the date of execution, along with an option to renew this AGREEMENT for a like period of five (5) years thereafter, upon the mutual consent of both parties. The DISTRICT agrees that consent for renewal of said option shall not be unreasonably withheld and such consent shall be dependent upon the unrestricted availability of capacity to all members of the DISTRICT in accordance with the terms, agreements and provisions of the Albany County Sewer DISTRICT'S contract with its members and Local Law F, 2008. The AUTHORITY, however, in its sole discretion may terminate this AGREEMENT upon 30 days written notice to the DISTRICT.

IN WITNESS WHEREOF, this AGREEMENT has been executed by the parties hereto effective the day and year first above written.
COUNTY OF ALBANY

DATED: 6/3/14

BY:  
Dániel P. McCoy  
County Executive  
or  
Philip Calderone  
Deputy County Executive

ALBANY COUNTY AIRPORT AUTHORITY

DATED: 4/21/14

BY:  
John A. O'Donnell, P.E  
Chief Executive Officer
STATE OF NEW YORK  
COUNTY OF ALBANY  

On the ___ day of ____________, 2014, before me, the undersigned, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_________________________________________
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF ALBANY  

On the ___ day of ____________, 2014, before me, the undersigned, personally appeared Philip Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF Albany  

On the ___ day of ____________, 2014, before me, the undersigned, personally appeared John A. O'Donnell, P.E. personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________
NOTARY PUBLIC

MELANIE J. BUNZLEY  
Notary Public, State of New York  
Qualified in Albany County  
No. 01B0909959  
Commission Expires Oct 2, 2014

JENNIFER A. MUNGER  
Notary Public, State of New York  
No. 01MU6248332  
Qualified in Schenectady County  
Commission Expires Aug 06, 2015
October 23, 2019

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

Re: Contract Renewal with NYS Unified Court System

Dear Chairman Joyce:

The Department of General Services, respectfully requests Legislative approval of a 1-year contract with New York State Unified Court System in the amount of $696,394. This is the amount that NYSUCS will reimburse Albany County under Chapter 686. It includes service contracts, payroll, supplies and equipment, cleaning costs, and general construction work to be performed.

This contract is for the renewal period 2019-2020, within the context of the original 5 year agreement. The services that will be provided include custodial services, building maintenance and minor repairs. During this renewal period, all terms and conditions of the original Agreement shall continue to apply.

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

Sincerely,

[Signature]

David M. Latina
Commissioner
Department of General Services

DML:pl
Enclosures

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

Description (e.g., Contract Authorization for Information Services):
Contract with NYS Unified Court System Regarding Custodial and Maintenance Services for the Albany County Court House, Family Court and Judicial Center

Date: October 23, 2019
Submitted By: David M. Latina
Department: DGS
Title: Commissioner
Phone: 7027
Department Rep.:
Attending Meeting: David M. Latina

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Albany County
112 State Street
Albany, NY 12207

Additional Parties (Names/addresses):
NYS Unified Court System
2500 Pond View, Suite 210
Castleton-on-Hudson, NY 12033

Amount/Raise Schedule/Fee: $696,394.00
Scope of Services: Custodial and Building Maintenance Services at Albany County Court House, Family Court and the Judicial Center

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
Justification: (state briefly why legislative action is requested)
The Department of General Services, respectfully requests Legislative approval of a 1-year contract with New York State Unified Court System in the amount of $696,394. This is the amount that NYSUCS will reimburse Albany County under Chapter 686. It includes service contracts, payroll, supplies and equipment, cleaning costs, and general construction work to be performed.

This contract is for the renewal period 2019-2020, within the context of the original 5 year agreement. The services that will be provided include custodial services, building maintenance and minor repairs. During this renewal period, all terms and conditions of the original Agreement shall continue to apply.
October 17, 2019

Hon. Daniel McCoy, County Executive
County of Albany
112 State Street - Room 900
Albany, New York 12207

Re: Agreement between Unified Court System and the County of Albany for Court Cleaning and Minor Repairs (Contract Number C300387) Annual Renewal Letter and Budget (Appendix B) for SFY 2019-2020

Dear Mr. McCoy:

Please be advised that pursuant to Section 1 of the existing contract between the Unified Court System and the County of Albany, we are hereby establishing a renewal period in the five-year term of this agreement. Said renewal period shall commence on April 1, 2019 and shall terminate on March 31, 2020. During this 2019-2020 renewal period, all terms and conditions of the above-referenced Agreement shall continue to apply, except as specified below.

The proposed budget for services to be rendered pursuant to this contract in the 2019-2020 period shall be $696,394.00. Pursuant to the provisions of Chapter 686 of the Laws of 1996, as amended to date, the maximum compensation for the 2019-2020 period shall be 100% of that amount. The attached revised Appendix B, detailing the proposed budget for the renewal period, shall be incorporated into the Agreement and shall replace all prior Appendix B’s. The signatures below shall confirm acceptance of this renewal by the County of Albany and by the UCS.

Accordingly, the original of this letter should be signed by an authorized representative of the County of Albany, and the corresponding acknowledgment page should be notarized. The signed original letter together with the related documents should be returned to this office.

Sincerely,

[Signature]
Beth A. Diebel
District Executive

Accepted For: Unified Court System

Maureen McAlary, Director
Division of Financial Management

Accepted For: the County of Albany

[Signature]

DATE

Attached:
STATE OF NEW YORK

COUNTY OF

On the _____ day ______________________, 2019, personally came__________________

to me known, who, being by me duly sworn, did depose and say that s/he resided in

________________________________________, that she/he is the________________________

of _________________________________, the municipality described in and which executed

the above instrument; and that s/he is authorized to execute the above instrument on behalf

of said municipality.

________________________________________

NOTARY PUBLIC
Unified Court System
Court Cleaning and Minor Repairs Proposed Budget Form
(Appendix B to a contract between a local government entity and the NYS Unified Court System pursuant to Chapter 686, Laws of 1996)

State Fiscal Year: April 1, 2019 - March 31, 2020

Name of County or City: Albany county

List Court Buildings:
Name and Address of Each Court Building (Including County Clerk Space) | Owned or Leased | Total Building Net Usable Square Feet | Net Usable Sq. Ft. | Aid Eligible Percentage
--- | --- | --- | --- | ---
County Court, 16 Eagle Street, Albany NY 12207 | Owned | 104,432 | 70,565 | 67%
Judicial Center, 6 Lodge Street, Albany NY 12207 | Owned | 76,066 | 40,315 | 53%
Family Court, 32 Clinton Ave, Albany NY 12207 | Owned | 83,595 | 66,040 | 79%

Combined | | 264,093 | 176,920 | 67%

Note: Divide Court SF by Total SF for percent

Anticipated Changes in Location or Space Utilization:
Name and Address of Affected Building(s) | Nature of Changes | Target Date
--- | --- | ---
None. | | 

Page 1 of 10
### 1 Cleaning Costs:
#### 1(a) Service Contracts

<table>
<thead>
<tr>
<th>Budget Line #</th>
<th>Contractor</th>
<th>Type of Service</th>
<th>Building</th>
<th>Contract Amounts for Budget Period</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>NYSID</td>
<td>Janitorial Services</td>
<td>Judicial</td>
<td>$126,000</td>
<td>53%</td>
<td>$66,780</td>
</tr>
<tr>
<td>2</td>
<td>Tri State Facade Services</td>
<td>Window Cleaning</td>
<td>JC - CH - FC</td>
<td>$24,000</td>
<td>100%</td>
<td>$24,000</td>
</tr>
<tr>
<td>3</td>
<td>Unifirst</td>
<td>Floor Mats</td>
<td>JC</td>
<td>$4,500</td>
<td>67%</td>
<td>$3,015</td>
</tr>
<tr>
<td>4</td>
<td>Unifirst</td>
<td>Floor Mats &amp; Mops</td>
<td>Court House</td>
<td>$7,500</td>
<td>53%</td>
<td>$3,975</td>
</tr>
<tr>
<td>5</td>
<td>Unifirst</td>
<td>Floor Mats</td>
<td>Family Court</td>
<td>$2,500</td>
<td>79%</td>
<td>$1,975</td>
</tr>
<tr>
<td>6</td>
<td>NYSID</td>
<td>Cleaning Services</td>
<td>Family Court</td>
<td>$131,000</td>
<td>67%</td>
<td>$87,770</td>
</tr>
</tbody>
</table>

1(a) Subtotal: $187,515

#### 1(b) Local Payroll

<table>
<thead>
<tr>
<th>No. of Positions</th>
<th>Building</th>
<th>Annual Wages</th>
<th>Fringe Benefits</th>
<th>Total Personal Service Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
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<tbody>
<tr>
<td>6</td>
<td>Court House</td>
<td>$230,250</td>
<td>$174,050</td>
<td>$404,300</td>
<td>67%</td>
<td>$270,881</td>
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</table>

1(b) Subtotal: $270,881

#### 1(c) Supplies and Equipment

<table>
<thead>
<tr>
<th>Type of Material</th>
<th>Building</th>
<th>Quantity/Unit</th>
<th>Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Housekeeping Supplies</td>
<td>Court House</td>
<td>1</td>
<td>$1,500</td>
<td>67%</td>
<td>$9,715</td>
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<tr>
<td>Housekeeping Equipment</td>
<td>Court House</td>
<td>1</td>
<td>$3,000</td>
<td>67%</td>
<td>$2,010</td>
</tr>
</tbody>
</table>

1(c) Subtotal: $11,725

1(d) - Total Cleaning Costs (1a+1b+1c): $470,121
### Trash Removal and Disposal

#### 2(a) Trash Removal

<table>
<thead>
<tr>
<th>Contractor or Agency</th>
<th>Building</th>
<th>Quantity/Unit</th>
<th>Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
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</thead>
<tbody>
<tr>
<td>County Waste Service</td>
<td>Court House</td>
<td>1</td>
<td>$5,500</td>
<td>67%</td>
<td>$3,685</td>
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<td>County Waste Service</td>
<td>Judicial Services</td>
<td>1</td>
<td>$5,500</td>
<td>53%</td>
<td>$2,915</td>
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<td>County Waste Service</td>
<td>Family Court</td>
<td>1</td>
<td>$5,000</td>
<td>79%</td>
<td>$3,950</td>
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2(a) Total: $10,550

#### 2(b) Trash Disposal

<table>
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<tr>
<th>Contractor or Agency</th>
<th>Building</th>
<th>Quantity/Unit</th>
<th>Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2(b) Total: $0

2(c) - Total Trash Removal & Disposal (2a+2b): $10,550

### HVAC Cleaning Costs

#### 3(a) Duct Work Cleaning and Filter Changing By Service Contract

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Type of Service</th>
<th>Building</th>
<th>Contract Amounts for Budget Period</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Duct Work/Filter Change</td>
<td>Judicial</td>
<td>$0</td>
<td>53%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Duct Work/Filter Change</td>
<td>Court House</td>
<td>$0</td>
<td>67%</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>Duct Work/Filter Change</td>
<td>Family Court</td>
<td>$0</td>
<td>79%</td>
<td>$0</td>
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</table>

Page 3 of 10
3(a) Subtotal:
### 3(b) Duct Work Cleaning and Filter Changing by Local Payroll

<table>
<thead>
<tr>
<th>No. of Positions</th>
<th>Building</th>
<th>Annual Wages</th>
<th>Fringe Benefits</th>
<th>Total Personal Service Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
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<tr>
<td>35</td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>36</td>
<td>1</td>
<td>Court House</td>
<td>$1,200</td>
<td>$750</td>
<td>$1,950</td>
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<tr>
<td>37</td>
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<td></td>
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<td>38</td>
<td>1</td>
<td>Judicial Center</td>
<td>$1,000</td>
<td>$560</td>
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<tr>
<td>39</td>
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<td>40</td>
<td>1</td>
<td>Family Court</td>
<td>$575</td>
<td>$375</td>
<td>$950</td>
<td>79%</td>
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</table>

3(b) Subtotal: $2,884

### 3(c) Filter Changing - Filters Only

<table>
<thead>
<tr>
<th>Type of Material</th>
<th>Building</th>
<th>Quantity/Unit</th>
<th>Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
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<tbody>
<tr>
<td>41</td>
<td>Sock Filters</td>
<td>Court House</td>
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<td>42</td>
<td>Sock Filters</td>
<td>Judicial Center</td>
<td>6</td>
<td>$80</td>
<td>53%</td>
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<tr>
<td>43</td>
<td>Sock Filters</td>
<td>Family Court</td>
<td>6</td>
<td>$80</td>
<td>79%</td>
</tr>
</tbody>
</table>

3(c) Subtotal: $955

3(d) Total HVAC Ductwork Cleaning & Filter Changing Costs (3a+3b+3c): $3,839

### 4 GRAND TOTAL - ALL "CLEANING COSTS":

Grand Total Boxes 1d + 2c + 3d: $484,510
Proposed "Tenant" Work

Use the following codes:

- a - Flooring and Carpeting
- b - Painting
- c - Interior Ceilings
- d - Bathrooms
- e - Fixtures
- f - Minor Renovation
- g - Other (identify)

Work to be Performed:

<table>
<thead>
<tr>
<th>Code</th>
<th>Describe Work</th>
<th>Building</th>
<th>Wages</th>
<th>Fringe</th>
<th>Supplies</th>
<th>Total Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Flooring</td>
<td>JC</td>
<td>$60,000</td>
<td>$60,000</td>
<td>100%</td>
<td>$60,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A</td>
<td>Carpeting</td>
<td>CH</td>
<td>$10,000</td>
<td>$10,000</td>
<td>100%</td>
<td>$10,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>General Construction work</td>
<td>CH</td>
<td>$25,000</td>
<td>$25,000</td>
<td>100%</td>
<td>$25,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total (5): $95,000

TOTAL - 100% REIMBURSIBLE EXPENSES:
(Cleaning Costs & Tenant Work)

Total (4+5) 6: $579,510
### 7 Building and Property Maintenance:
#### 7(a) Service Contracts

<table>
<thead>
<tr>
<th>Code</th>
<th>Contractor</th>
<th>Type Work Performed</th>
<th>Building</th>
<th>Contract Amounts for Budget Period</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>58</td>
<td>Alleymor</td>
<td>Pest Control</td>
<td>Court House</td>
<td>$700</td>
<td>67%</td>
<td>$469</td>
</tr>
<tr>
<td>59</td>
<td>Alleymor</td>
<td>Pest Control</td>
<td>Family Court</td>
<td>$700</td>
<td>79%</td>
<td>$553</td>
</tr>
<tr>
<td>60</td>
<td>Alleymor</td>
<td>Pest Control</td>
<td>Judicial Center</td>
<td>$700</td>
<td>53%</td>
<td>$371</td>
</tr>
<tr>
<td>61</td>
<td>Otis Elevator</td>
<td>Elevator Maintenance</td>
<td>Family Court</td>
<td>$16,780</td>
<td>79%</td>
<td>$13,256</td>
</tr>
<tr>
<td>62</td>
<td>Otis Elevator</td>
<td>Elevator Maintenance</td>
<td>Judicial Center</td>
<td>$13,624</td>
<td>53%</td>
<td>$7,221</td>
</tr>
<tr>
<td>63</td>
<td>Otis Elevator</td>
<td>Elevator Maintenance</td>
<td>Court House</td>
<td>$13,624</td>
<td>67%</td>
<td>$9,128</td>
</tr>
<tr>
<td>64</td>
<td>Johnson Control</td>
<td>HVAC Maintenance</td>
<td>Family Court</td>
<td>$12,750</td>
<td>79%</td>
<td>$10,073</td>
</tr>
<tr>
<td>65</td>
<td>Johnson Control / Eckert</td>
<td>HVAC Maintenance</td>
<td>Judicial Center</td>
<td>$23,525</td>
<td>53%</td>
<td>$12,468</td>
</tr>
<tr>
<td>66</td>
<td>Eastern Heating &amp; Cooling</td>
<td>HVAC Maintenance</td>
<td>Court House</td>
<td>$15,500</td>
<td>67%</td>
<td>$10,386</td>
</tr>
<tr>
<td>67</td>
<td>Simplex, Cap. Sec. &amp; Adiro. Sec.</td>
<td>Security Alarm Services</td>
<td>FC - CH - JC</td>
<td>$60,100</td>
<td>100%</td>
<td>$50,100</td>
</tr>
<tr>
<td>68</td>
<td>Others</td>
<td>See footnotes for details</td>
<td>FC - CH - JC</td>
<td>$35,750</td>
<td>100%</td>
<td>$35,750</td>
</tr>
</tbody>
</table>

7(a) Subtotal: $149,774

#### 7(b) Local Payroll

<table>
<thead>
<tr>
<th>No. of Positions</th>
<th>Building</th>
<th>Annual Wages</th>
<th>Fringes</th>
<th>Total Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>69</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>70</td>
<td>Court House Staff</td>
<td>$170,750</td>
<td>$60,500</td>
<td>$231,250</td>
<td>67%</td>
<td>$154,938</td>
</tr>
<tr>
<td>71</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>72</td>
<td>112 Bldg Building Staff</td>
<td>$5,250</td>
<td>$3,250</td>
<td>$8,500</td>
<td>67%</td>
<td>$5,595</td>
</tr>
<tr>
<td>73</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>74</td>
<td></td>
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<td></td>
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</tr>
<tr>
<td>76</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7(b) Subtotal: $160,623
7(c) Supplies and Equipment

<table>
<thead>
<tr>
<th>Type of Material</th>
<th>Building</th>
<th>Quantity/Unit</th>
<th>Costs</th>
<th>Aid Eligible Percentage</th>
<th>Budget Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Supplies</td>
<td>Court House</td>
<td>1</td>
<td>$21,250</td>
<td>67%</td>
<td>$14,238</td>
</tr>
<tr>
<td>Maintenance Supplies</td>
<td>Judicial Center</td>
<td>1</td>
<td>$8,750</td>
<td>53%</td>
<td>$4,638</td>
</tr>
<tr>
<td>Maintenance Supplies</td>
<td>Family Court</td>
<td>1</td>
<td>$6,250</td>
<td>79%</td>
<td>$4,938</td>
</tr>
<tr>
<td>Small Tools</td>
<td>Court House</td>
<td>1</td>
<td>$1,000</td>
<td>67%</td>
<td>$670</td>
</tr>
</tbody>
</table>

7(c) Subtotal: $24,483

7(d) Total - Building and Property Maintenance Costs (7a+7b+7c): $334,889

8 Total - Building and Property Maintenance Costs: $334,889

9 Total Cost Reimbursable @ 25% = (Box 8 x 25%): $83,722

10 Total Proposed Direct Costs (Item 6 + Item 9): $663,232

11 Overhead Costs (Item 10 x .05): $33,162

12 Total Proposed Contract Amount (Item 10 + Item 11): $696,394

13 Local Government Certification:
I hereby certify that the cost estimates contained herein were developed using the best available information and that the proposed budget amounts are just, true and correct to the best of my knowledge.

Name: 
Title: 
Signature: 

County or City: 
Address: 

Page 8 of 10
ENDNOTES:

Use budget line numbers for reference and include remarks or explanations below.

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>67</td>
<td>Court House: Judicial Center: Family Court:</td>
</tr>
<tr>
<td></td>
<td>= $20,750. **= $23,775. **= $5,575.</td>
</tr>
<tr>
<td>68</td>
<td>Court House: Judicial Center: Family Court:</td>
</tr>
<tr>
<td></td>
<td>= $15,750 **= $10,250 **= $9,750</td>
</tr>
</tbody>
</table>
October 22, 2019

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

Dear Chairman Joyce:

We request the Legislature’s approval to execute Amendment B to the 2018/2019 Municipal Snow and Ice Agreement with New York State Department of Transportation. Amendment B increases the total State reimbursement to Albany County from the original estimate of $802,279.39 to $1,129,286.77, the increase of $327,007.38 to be realized in the State’s final payment to Albany County under the 2018/2019 Agreement. We have already provided these services under the 2018/2019 Snow and Ice Agreement.

Please feel free to contact my office if additional information is needed.

Sincerely,

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services): Amendment to 2018/2019 Snow and Ice Agreement

Date: October 22, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.: Lisa M. Ramundo
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

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

Contract Terms/Conditions:

Party (Name/address):
NYS Department of Transportation
50 Wolf Rd. 5th Floor POD 5-4
Albany, NY 12232

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

Amount/Raise Schedule/fee: $327,007.38
Scope of Services:
Increasing NYSDOT Snow and Ice Reimbursement to meet actual time
and material expenses

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

CONCERNING ALL REQUESTS

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

County Budget Accounts:
Revenue Account and Line: Snow Removal Srvs-Other Govt. D5142.02302
Revenue Amount: $327,007.38

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

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

Term
Term: (Start and end date) 7/1/2018-6/30/19
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 58
Date of Adoption: 2/11/19

Justification: (state briefly why legislative action is requested)

We request the Legislature’s approval to execute Amendment B to the 2018/2019 Municipal Snow and Ice Agreement with New York State Department of Transportation. Amendment B increases the total State reimbursement to Albany County from the original estimate of $802,279.39 to $1,129,286.77, the increase of $327,007.38 to be realized in the State’s final payment to Albany County under the 2018/2019 Agreement. We have already provided these services under the 2018/2019 Snow and Ice Agreement.
AMENDMENT B

<table>
<thead>
<tr>
<th>Contract #</th>
<th>Municipality</th>
<th>Ext. Season</th>
<th>Region #</th>
</tr>
</thead>
<tbody>
<tr>
<td>D012130</td>
<td>County of Albany/Albany County</td>
<td>2018/19</td>
<td>1</td>
</tr>
</tbody>
</table>

Type of Contract: Conventional

AMENDMENT TO CHANGE THE ESTIMATED EXPENDITURE FOR SNOW & ICE AGREEMENT

Due to the severity of the winter during 2018/19 the MUNICIPALITY requests that the Municipal Snow and Ice Agreement estimated expenditure be revised to reflect the additional lane miles of state roads that were plowed/treated during the winter season. All the terms and conditions of the original contract extension remain in effect except as follows:

### ADDITIONAL S&I OPERATIONS

<table>
<thead>
<tr>
<th>Original Estimated Expenditure</th>
<th>Final Snow &amp; Ice Voucher</th>
<th>Adjustment $^1$</th>
</tr>
</thead>
<tbody>
<tr>
<td>$802,279.39</td>
<td>$1,129,286.77</td>
<td>$327,007.38</td>
</tr>
</tbody>
</table>

Adjustment $^1 = $\text{Final Snow & Ice Voucher} - $\text{Original Estimated Expenditure}$

The Adjustment amount is the amount that the contract needs to be increased by to pay the remaining obligations for the current snow and ice season.

### TOTAL REVISED ESTIMATED EXPENDITURE

<table>
<thead>
<tr>
<th>Original Estimated Expenditure</th>
<th>Adjustment $^1$</th>
<th>Revised Estimated Expenditure $^2$</th>
</tr>
</thead>
<tbody>
<tr>
<td>$802,279.39</td>
<td>$327,007.38</td>
<td>$1,129,286.77</td>
</tr>
</tbody>
</table>

Revised Estimated Expenditure $^2 = $\text{Original Estimated Expenditure} + $\text{Adjustment}^1$

IN WITNESS WHEREOF, this agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER OF TRANSPORTATION and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first written in the original contract extension.
Agency Certification Contract No. D012130

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF NEW YORK

BY __________________________
For Commissioner of Transportation

MUNICIPALITY

BY __________________________

ATTORNEY GENERAL’S SIGNATURE

__________________________________________

Dated ________________________________

NYS COMPTROLLER’S SIGNATURE

__________________________________________

Dated ________________________________

STATE ON NEW YORK )
COUNTY OF Albany ) SS:

On the _______ day of _________________ in the year _______ before me personally came

_________________________________________ to me known who, being by me duly sworn, did depose and say that (s)he resides in ________________________________, New York; that (s)he is the ________________________________ of ________________________________ the municipality described in and which executed the above instrument; that (s)he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on ________________________________ ; a certified copy of such resolution attached hereto and made a part hereof.

_________________________________________
Notary Public
AGREEMENT TO EXTEND CONVENTIONAL MUNICIPAL SNOW AND ICE AGREEMENT

This Agreement made this 16\textsuperscript{th} day of Apr., 2017, by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the Deputy County Executive of the County of Albany, Albany County (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D012130 entitled Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of County of Albany dated February 11, 1999; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, 1998 and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2018; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 10 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned Snow and Ice Agreement between New York State Department of Transportation and the MUNICIPALITY is hereby extended for a period of one year; now to expire on June 30, 2019, unless further extended.

2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2018, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.

3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure specified in Section 10 of the aforementioned Agreement shall be $802,279.39 for 233 [lane miles for the 2016/17 season and for the remainder of the term of the Agreement commencing July 1, 2016, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.
In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

THE PEOPLE OF THE STATE OF NEW YORK

BY

for Commissioner of Transportation

MUNICIPALITY

BY


MAY 09 2018

ATTORNEY GENERAL'S SIGNATURE

NYS A. MAGEE

ASSISTANT ATTORNEY GENERAL

Dated

MAY 11 2018

NYS COMPTROLLER'S SIGNATURE

DEPT. OF AUDIT & CONTROL

Dated

JUN 4 2018

FOR THE STATE COMPTROLLER

STATE OF NEW YORK

) SS:

COUNTY OF Albany County

On the 16 day of April 2018 before me personally came Philip Calderone to me known who, being by me duly sworn, did depose and say that he resides in Albany, New York; that he is the Deputy County Executive of Albany County, the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on ; a certified copy of such resolution attached hereto and made a part hereof.

Michael A. Lalli

Notary Public

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 011.A6322012
Qualified in Albany County
My Commission Expires March 30, 2019
<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>County of Albany</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT</td>
<td>D012130</td>
</tr>
<tr>
<td>CONTRACT PERIOD</td>
<td>2018/19</td>
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</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>2016/17 Actual Final</td>
<td>$1,054,274.90</td>
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<tr>
<td>2015/16 Actual Final</td>
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<tr>
<td>2014/15 Actual Final</td>
<td>$815,326.18</td>
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<tr>
<td>3 YEAR AVERAGE</td>
<td>$802,279.39</td>
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</tbody>
</table>

| 2018/19 ESTIMATED EXPENDITURE | $802,279.39 |

Recommended By: 
Transportation Maintenance Representative
MAP SHOWING COUNTY OF ALBANY

RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS OF 2016/17-2018/19

<table>
<thead>
<tr>
<th>CENTER LANE MILES</th>
<th>CONTRACT LANE MILES</th>
</tr>
</thead>
<tbody>
<tr>
<td>116.5</td>
<td>233</td>
</tr>
</tbody>
</table>

SIGNED

REGIONAL DIRECTOR OF OPERATIONS

SIGNED FOR MUNICIPALITY

DATE

3-30-18
October 29, 2019

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

Dear Chairman Joyce:

Albany County Department of Public Works requests the legislature’s approval to enter into a new 5 year, time and materials based, snow and ice contract with NYSDOT. The contract outlines how Albany County will be reimbursed for plowing and salting specific, agreed upon, State roadways. The contract will remain time and material based; as such, the County will get reimbursed 67% of our estimated time and materials expenditure in December, and final payment in March/April. The estimated time and materials expenditure is $1,104,066.90 which is based on the average amounts for the past three (3) years of State snow and ice expenditures. The estimated 5 year contract amount is $5,520,334.50.

The contract renewal document is attached. If you have any questions, please feel free to contact my office.

Sincerely,

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for a Five Year Snow and Ice Agreement with NYSDOT

Date: October 29, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep.
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract Terms/Conditions:

Party (Name/address):
- NYS Dept. of Transportation
- 50 Wolf Rd. 5th Floor Pod 5-4
- Albany, NY 12232

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

Amount/Raise Schedule/Fee:
$1,104,066.90 per year for 5 years

Scope of Services:
New 5 Year Time and Material Snow and Ice Contract with NYSDOT

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

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes [x] No [ ]

If Mandated Cite Authority:
Click or tap here to enter text.

Is there a Fiscal Impact:
Yes [x] No [ ]

Anticipated in Current Budget:
Yes [x] No [ ]
County Budget Accounts:
Revenue Account and Line: D5142.02302 Snow Removal Srvs-Other Govts.
Revenue Amount: $1,104,066.90

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

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

Term
Term: (Start and end date) 7/1/19-6/30/24
Length of Contract: 5 Years

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 465
Date of Adoption: 11/14/16

Justification: (state briefly why legislative action is requested)
Albany County Department of Public Works requests the legislature's approval to enter into a new 5 year, time and materials based, snow and ice contract with NYSDOT. The contract outlines how Albany County will be reimbursed for plowing and salting specific, agreed upon, State roadways. The contract will remain time and material based; as such, the County will get reimbursed 67% of our estimated time and materials expenditure in December, and final payment in March/April. The estimated time and materials expenditure is $1,104,066.90 which is based on the average amounts for the past three (3) years of State snow and ice expenditures. The estimated 5 year contract amount is $5,520,334.50.

The contract renewal document is attached. If you have any questions, please feel free to contact my office.
MUNICIPAL SNOW AND ICE AGREEMENT

IMPORTANT: Please check ONLY ONE of the reimbursement options below:

☐ Time and Materials (Conventional)  ☐ Fixed Lump Sum  ☐ Indexed Lump Sum

This Agreement made by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the ____________________________ of

County of ______ (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, Pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the COMMISSIONER may deem to be necessary to provide reasonable passage and movement of vehicles over such highways, and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which for the purposes of said Section 12 shall include only a county, city, town or village, pursuant to an agreement entered into between the governing board or body of any such municipality and the COMMISSIONER; and

WHEREAS, The MUNICIPALITY is willing to perform the work of such control of snow and ice upon STATE highways according to the guidelines, policies and procedures deemed by the COMMISSIONER to be for the best interest of the public:

NOW, THEREFORE, In consideration of the mutual covenants and benefits between the parties hereto.

WITNESSETH:

1. The term of this Agreement shall be for five years commencing July 1, 2019 and ending June 30, 2024. At least one year prior to the expiration each five-year term the MUNICIPALITY shall notify the COMMISSIONER either (a) that it requests with the approval of the COMMISSIONER that the term of the Agreement be extended five years, or (b) that it intends not to extend the Agreement, in which case the Agreement shall expire at the end of the five-year term. The maximum contract life for this Agreement shall not exceed twenty years from the original contract date at which point a new contract will need to be executed. If the MUNICIPALITY fails to notify the COMMISSIONER as herein provided, it shall be deemed that the municipality intends not to extend the term of this Agreement.

2. The MUNICIPALITY and the STATE agree to the method of reimbursement selected above. Detailed descriptions of the reimbursement methods are outlined in the Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation, as published on the NYS DOT website at the time of contract execution and are incorporated herein by reference. This document is located at: https://www.dot.ny.gov/divisions/operating/oom/transportation-maintenance/snow-ice

3. In the event that the COMMISSIONER shall deem the work of control of snow and ice performed by the MUNICIPALITY inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the COMMISSIONER may, by official order to be filed in the COMMISSIONER’S office and the Department of State, cancel the Agreement, and any payments herein provided by the STATE shall cease. Any such official order shall become effective at the expiration of five (5) days after the COMMISSIONER shall have mailed a certified copy thereof to the clerk or other official who performs duties of a clerk in such MUNICIPALITY. The COMMISSIONER shall thereupon perform the work in such manner as, in the COMMISSIONER’S judgment, shall be for the best interest of the public.
4. The MUNICIPALITY may enter into a contract with another municipality for the performance of the work of said control of snow and ice as a subcontractor of the MUNICIPALITY, provided that such MUNICIPALITY shall first obtain the consent therefrom from the COMMISSIONER. The MUNICIPALITY, as an agent of the State in performing the function herein delegated to it by the State, shall clear such State highways of snow and ice as designated by the COMMISSIONER, to the extent that the COMMISSIONER may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the COMMISSIONER to be in the best interest of the public, such terms, guidelines, policies and procedures (a) having been submitted to and examined by the governing body of said MUNICIPALITY, prior to or simultaneously with the execution and delivery of this Agreement are hereby made part hereof, and (b) being subject to change or modification from time to time by the COMMISSIONER after consultation and negotiation with the municipality as the COMMISSIONER deems it necessary for the best interest of the public, it being understood by the parties hereto that notice of any such change or modification shall be mailed by the COMMISSIONER to the MUNICIPALITY and shall, according to the provisions hereof, be deemed to be therewith accepted by the MUNICIPALITY and made a part hereof, except that in the event the MUNICIPALITY does not concur with the modification, the MUNICIPALITY may submit a letter of dispute to the COMMISSIONER within 10 business days after receipt of the notice, setting forth the reason for the non-concurrence. The COMMISSIONER shall then, within 10 business days, arrange for a meeting between representatives of the COMMISSIONER and the MUNICIPALITY to be held as soon as practicable to resolve the matter. In the event the matter cannot be resolved, the COMMISSIONER may unilaterally impose the modification, and the MUNICIPALITY shall comply. In that event, the MUNICIPALITY may, if it so elects, notify the COMMISSIONER that this Agreement is terminated, effective not less than one year after the date of receipt of the notice by the COMMISSIONER. The COMMISSIONER may, however, shorten this period to not less than 30 days, if the COMMISSIONER deems it in the public interest.

5. In the event that snow fence installation and removal is part of the agreement, the MUNICIPALITY shall obtain necessary permission from the landowners affected and shall erect snow fences at suitable locations on such highways where designated by the COMMISSIONER and shall also remove such snow fences pursuant to said guidelines, policies and procedures.

6. The MUNICIPALITY shall (a) designate and hereby does designate the Superintendent of Highways of the MUNICIPALITY as the representative of the MUNICIPALITY who shall be in responsible charge and shall have supervision of the performance of the work under this Agreement, (b) provide the necessary machinery, tools, materials and equipment to perform the terms of this Agreement, (c) provide the necessary personnel and supplies to operate such machinery, tools and equipment, and (d) furnish abrasives, chemicals or other similar materials at such locations as may be designated by the COMMISSIONER and in such quantities as may be necessary for the performance of this Agreement, to be applied in the manner and in such quantity as may be directed by the COMMISSIONER, provided, however, the COMMISSIONER with the concurrence of the municipality may furnish for use under this Agreement such snow fence, materials, chemicals and abrasives as he may deem desirable and in the best public interest, and he shall notify the MUNICIPALITY on or before August 1 of each year as to the kind and amount of such items as are to be furnished for the following winter season.

7. The COMMISSIONER shall furnish the MUNICIPALITY with a suitable map which shall delineate the State Highways within and in the vicinity of the boundaries of the MUNICIPALITY and shall show distinctively, the State Highways or parts thereof that are affected by this Agreement. For each year of the term of the Agreement, or for any extended term thereof, the maps shall be modified to show the changes, if any, to the State Highways affected by this Agreement. Any such modification to such map shall be agreed upon in writing by the COMMISSIONER and the MUNICIPALITY.

8. Whenever directed by the COMMISSIONER, the MUNICIPALITY shall include in the work delegated to be performed under this Agreement any bridges or highways that cross into an adjacent municipality or municipalities after consultation with the affected municipalities.

9. In consideration of the performance of the MUNICIPALITY, the STATE agrees to pay the MUNICIPALITY each year during the term of this agreement $_________ for ________ lane miles for each average season. This figure shall be known as the estimated expenditure. This estimated expenditure may be adjusted annually by the COMMISSIONER under this Agreement based upon demonstrated increases or decreases in the cost of performing the work or due to increases or decreases in lane miles on which work is performed. Such adjustments will require an Amendment to this Agreement. The total contract value for the term of this agreement is $_________. The COMMISSIONER, however, reserves the right to reduce the amount of the estimated expenditure set forth herein if the monies available to the Department for control of snow and ice are not sufficient to meet the anticipated expenditures for this program. In the event of such an occurrence, the COMMISSIONER shall notify the MUNICIPALITY, on or before November 1st of any year during the term of this Agreement for which such changed
estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to prevent over commitment of allocated funds. The COMMISSIONER may in his or her discretion restore in part or in whole the amount of the estimated expenditure taking into consideration the weather conditions experienced in the MUNICIPALITY and the amount of monies available for control of snow and ice.

10. This section applies only to Fixed Lump Sum and Indexed Lump Sum Contracts: The estimated expenditure may be updated under this contract based upon demonstrated increases or decreases in the cost of performing the work. The cost of the work is comprised of the following portions that have been agreed to by the STATE and MUNICIPALITY: Labor _____%, Materials _____% and Equipment _____%. The approved modified increase or decrease in the estimated expenditure shall become effective upon written notification by the COMMISSIONER to the MUNICIPALITY and shall thereby be substituted in place of the above estimated expenditure and made part of this Agreement without further action. If the mileage of which work is performed by the MUNICIPALITY increases or decreases or the MUNICIPALITY or the state incurs other changes that impact the cost of performing the work, the amount of the estimated expenditure set forth herein may be adjusted by the COMMISSIONER after consultation/ negotiation with the MUNICIPALITY in writing, on or before November 1st of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to accommodate the change.

11. The STATE shall indemnify and hold harmless the MUNICIPALITY for work performed hereunder to the extent permitted under Highway Law Section 12 (2-a).

12. The MUNICIPALITY specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.

13. This Agreement and the attached Appendix A, Standard Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) shall bind the parties, their successors and assigns.

14. Below is a listing of all documents forming this agreement:
   a. Agreement Form – this document titled "Municipal Snow and Ice Agreement"
   b. Contract Adjustment Worksheet – shows the breakdown of the Estimated Expenditure
   c. Appendix "A" – New York State Standard Clauses for New York State Contracts
   d. Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)
   e. Municipal Resolution – duly adopted Municipal resolution authorizing the appropriate Municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefore
   f. Attachment Map – defining the municipality's work limits that satisfies the requirements in Section 7 of this Agreement
IN WITNESS WHEREOF, This Agreement has been executed by the STATE, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

THE PEOPLE OF THE STATE OF NEW YORK

BY ________________________________
for Commissioner of Transportation

Dated ______________________________

MUNICIPALITY

BY ________________________________

Dated ______________________________

ATTORNEY GENERAL'S SIGNATURE

____________________________________

Dated ______________________________

NYS COMPTROLLER'S SIGNATURE

____________________________________

Dated ______________________________

STATE OF NEW YORK )

) SS:

COUNTY OF Albany )

On the __________ day of _________________________ in the year ____ before me personally came ____________________________ to me known who, being by me duly sworn, did depose and say that he resides in ________________________________________, New York; that he is the ___________________ of __________________________________ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on ________________________; a certified copy of such resolution attached hereto and made a part hereof.

____________________________________
Notary Public
**NYSDOT MUNICIPAL SNOW & ICE CONTRACTS**

**Estimated Expenditure Calculation/Adjustment Worksheet For Time & Materials S&I Agreements**

<table>
<thead>
<tr>
<th>MUNICIPALITY:</th>
<th>Albany County</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW CONTRACT:</td>
<td>D014756</td>
</tr>
<tr>
<td>INITIAL CONTRACT PERIOD:</td>
<td>7/1/19 – 6/30/24</td>
</tr>
</tbody>
</table>

**PREVIOUS CONTRACT INFORMATION BELOW: CONTRACT D012130**

<table>
<thead>
<tr>
<th>Year</th>
<th>Actual Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018/19</td>
<td>$1,129,286.77</td>
</tr>
<tr>
<td>2017/18</td>
<td>$1,128,639.04</td>
</tr>
<tr>
<td>2016/17</td>
<td>$1,054,274.90</td>
</tr>
<tr>
<td>3 YEAR AVERAGE</td>
<td>$1,104,066.90</td>
</tr>
</tbody>
</table>

**Total NEW Base Contract Value**

(3-year average x 5)

$5,520,334.50

**Recommended By:**

Transportation Maintenance Representative
AGREEMENT CALCULATION/ADJUSTMENT WORKSHEETS
19/20 Snow & Ice Season
New Contract # D014756
Contract Period: 7/1/2019 to 6/30/2024

PREVIOUS CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>Municipality</th>
<th>Albany County</th>
<th>Contract</th>
<th>D012130</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>Albany</td>
<td>Region</td>
<td>1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Year</th>
<th>Estimated Expenditure</th>
<th>Actual Paid*</th>
</tr>
</thead>
<tbody>
<tr>
<td>2016/17</td>
<td>$670,343.31</td>
<td>$1,054,274.90</td>
</tr>
<tr>
<td>2017/18</td>
<td>$649,238.13</td>
<td>$1,128,639.04</td>
</tr>
<tr>
<td>2018/19</td>
<td>$802,279.39</td>
<td>$1,129,286.77</td>
</tr>
</tbody>
</table>

3-Year Average (based on Actual Paid) $1,104,066.90

*Actual Paid amounts include any adjustment payments beyond the estimated expenditure made during or after that season's end (i.e., index adjustments for winter severity, reasonableness review adjustments, etc).

NEW CONTRACT INFORMATION

<table>
<thead>
<tr>
<th>%</th>
<th>Labor</th>
<th>Materials</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Value</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTRACT # D014756

3-Year Averages $1,104,066.90

LABOR*

Labor Portion of 3-Year Average $ 
% Labor Increase/Decrease for 2019/20 Season x %

Additional/Less Labor Costs for 2019/20 $

Labor Portion of 2019/20 Season's Estimated Expenditure

* Attach Municipality’s certification of applicable labor cost increase
### MATERIALS
Materials Portion of 3-Year Average

<table>
<thead>
<tr>
<th></th>
<th>% Materials</th>
<th>2018/19 Total Material $</th>
<th>I. Proportionate $ Amount</th>
<th>Current Price Per Unit</th>
<th>2018/19 Extension Price Per Unit</th>
<th>Difference (Show +/-)</th>
<th>II. ± △ %</th>
<th>I. x II. Inc/Dec</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt</td>
<td>100%</td>
<td></td>
<td></td>
<td>$54.89</td>
<td>n/a</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sand</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Materials Total</td>
</tr>
</tbody>
</table>

### EQUIPMENT
Equipment Portion of 3-Year Average

<table>
<thead>
<tr>
<th></th>
<th>% Equipment Increase/Decrease for 2019/20 Season</th>
<th>Additional/Less Equipment Costs for 2019/20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>x 0%</td>
<td>$</td>
</tr>
</tbody>
</table>

### Equipment Portion of 2019/20 Extension’s Estimated Expenditure

### SUB-TOTAL (Before Fixed Costs)

### FIXED COSTS (only fill out if necessary)

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salt Storage (Barns)</td>
</tr>
<tr>
<td>DTN Weather Service</td>
</tr>
<tr>
<td>Snow Fence</td>
</tr>
</tbody>
</table>

Total Fixed Costs
### SUMMARY OF COSTS

<table>
<thead>
<tr>
<th></th>
<th>Labor</th>
<th>Materials</th>
<th>Equipment</th>
</tr>
</thead>
<tbody>
<tr>
<td>% Value</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SUB-TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Add Fixed Costs (if necessary)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

#### 2019/20 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)

<table>
<thead>
<tr>
<th>Total Base Estimate for Contract (Total Contract Value) (19/20 estimate multiplied by 5)</th>
</tr>
</thead>
</table>

Recommended by: ________________________ Approved by: ________________________

Resident Engineer S&I Program Manager
FOR NEW/CONTINUING INDEXED LUMP SUM AGREEMENTS ONLY

Indexed lump sum snow and ice contracts require the use of a "permanent divisor," or PD. This number is the average of the number of miles plowed (also known as J-miles) over the previous 3 years by the NYSDOT Residency that would otherwise be responsible for plowing the roads being contracted to the municipality in this agreement. The PD number would, for the purposes of this agreement, constitute an “average” winter for the entire life of this agreement (20 years maximum), only being reset when a new contract is established.

At the end of each winter, the actual total of J-miles plowed would be compared against the PD to determine a winter severity index. An index of less than 0.67 would be considered a light winter, 0.671 to 1.000 more toward average, and greater than 1 would be considered a severe winter. More details can be found in the Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation, Section 4.5.

For these agreements, J-mile totals are calculated by the following formula:
J01 Miles + J02 Miles + (J03 Miles multiplied by 2)

If the prior contract was an index lump sum contract, the information below indicates the J-mile totals NYSDOT Main Office has on record for the previous 3 seasons, with a suggested new Permanent Divisor. Also, for purposes of calculating the winter severity index, the number of Lane Miles the appropriate NYSDOT residency is responsible for needs to be known. Please verify the numbers for accuracy. If the prior contract was not an index lump sum contract, please write down the values where indicated.

<table>
<thead>
<tr>
<th>16/17 J-Mile Total</th>
<th>16/17 Lane Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>17/18 J-Mile Total</td>
<td>17/18 Lane Miles</td>
</tr>
<tr>
<td>18/19 J-Mile Total</td>
<td>18/19 Lane Miles</td>
</tr>
<tr>
<td>3-Year Average (New Permanent Divisor)</td>
<td>19/20 Lane Miles (not an average)</td>
</tr>
<tr>
<td>CENTER LANE MILES</td>
<td>CONTRACT LANE MILES</td>
</tr>
<tr>
<td>-------------------</td>
<td>--------------------</td>
</tr>
</tbody>
</table>

SIGNED ________________________________
REGIONAL DIRECTOR OF OPERATIONS

SIGNED ________________________________
FOR MUNICIPALITY

DATE ________________________________

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

Dear Chairman Joyce:

The Department of Public Works request the Legislature’s approval to purchase road salt from Apalachee, LLC, the selected vendor for Albany County on NYS OGS State Contract PC68228 Award 23134, for the snow and ice removal on County and State Highways.

We estimate that we will purchase approximately 24,000 tons of road salt during 2019-2020 Snow and Ice Season at the NYS Contract Price of $54.89 per ton. These funds come from the 2019 and 2020 appropriations not to exceed $1,350,000.00.

Please feel free to contact my office if additional information is needed.

Sincerely,

Lisa M. Ramundo
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization to Purchase Road Salt from the NYS Contract

Date: October 23, 2019
Submitted By: Lisa M. Ramundo
Department: Public Works
Title: Commissioner
Phone: 518-765-2055
Department Rep. Lisa M. Ramundo
Attending Meeting: Lisa M. Ramundo

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Apalachee, LLC
1423 Highland Ave.
Rochester, NY 14620

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

Amount/Raise Schedule/Fee: $1,350,000.00
Scope of Services: Purchase of Road Salt from NYS OGS Contract

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

CONCERNING ALL REQUESTS

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

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

Appropriation Account and Line: Chemicals-Salt D95142.44107
Appropriation Amount: $1,350,000.00

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

Term
Term: (Start and end date) 9/1/2019-8/31/2020
Length of Contract: 12 Months

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

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

Justification: (state briefly why legislative action is requested)
The Department of Public Works request the Legislature’s approval to purchase road salt from Apalachee, LLC, the selected vendor for Albany County on NYS OGS State Contract PC68228 Award 23134, for the snow and ice removal on County and State Highways.

We estimate that we will purchase approximately 24,000 tons of road salt during 2019-2020 Snow and Ice Season at the NYS Contract Price of $54.89 per ton. These funds come from the 2019 and 2020 appropriations not to exceed $1,350,000.00.
Contract Award Notification Update

Subject: Contract Renewal Until August 31, 2020

DATE: August 30, 2019        AWARD #: 23134        GROUP #: 01800
AWARD DESCRIPTION: Road Salt, Treated Salt & Emergency Standby Road Salt (Statewide)
CONTRACT PERIOD: September 1, 2018 – August 31, 2020
CONTACT: Bailey Baleno | 518-473-1614 | Bailey.Baleno@ogs.ny.gov

CONTRACT NO.: PC68227 CONTRACTOR: American Rock Salt Co., LLC
PC68228 Apalachee, LLC
PC68229 Atlantic Salt, Inc.
PC68230 Cargill, Inc. DBA Cargill, Inc. – Salt, Road Safety

Please be advised that the above referenced contracts have been renewed one additional year until August 31, 2020 with new pricing for Lots I – III.

Revised Price Pages reflecting the new pricing can be found at the Pricing link on the Contract Award Notification landing page (https://online.ogs.ny.gov/purchase/spg/awards/0180023134CAN.HTM).

Authorized users should refer to the most recent Contract Award Notification (Revised August 30, 2019) before purchasing from the contract.

All other terms and conditions remain the same.
CONTRACT AWARD LETTER

August 26, 2019

Ellen Pouthier
Apalachee, LLC
1423 Highland Ave.
Rochester, NY 14620

Dear Ms. Pouthier:

Re: IFB #23175
Bid Opening: August 8, 2019
PC68890

The New York State Office of General Services (OGS) provides this contract award letter as confirmation of the Items OGS is awarding to your company. In addition, this contract award letter identifies and sets forth the order of precedence of the documents that comprise the contract being awarded to your company under:

Group 01800 – Road Salt, Treated Salt & Emergency Standby Road Salt (Statewide)

The item(s) awarded to your company under the above-referenced contract number are listed in the table starting on Page 4 (Appendix D) of this contract award letter.

By signing this contract award letter, you agree that your contract is comprised of the following documents (Contract Documents), in order of precedence:

1. Appendix A (January 2014), Standard Clauses for NYS Contracts (previously provided);
2. This Contract Award Letter;
3. Revisions and Clarifications to Bid Specifications dated July 25, 2019 (previously provided);
4. Invitation for Bids #23175 including all Appendices and Attachments referenced therein (previously provided);
5. Your bid Prices for the listed OGS Items starting on Page 4 (Appendix D) of this contract award letter;
6. Apalachee, LLC's Bid.

Award Letter # 23175
## Lot I - Road Salt

<table>
<thead>
<tr>
<th>Rebid/Extend</th>
<th>Contractor</th>
<th>Item Number</th>
<th>County</th>
<th>Filed Requirement (Tons)</th>
<th>2019-20 Price Per Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>1</td>
<td>Albany</td>
<td>84,246</td>
<td>$54.89</td>
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<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>10</td>
<td>Clinton</td>
<td>23,053</td>
<td>$84.75</td>
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<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>17</td>
<td>Franklin</td>
<td>21,195</td>
<td>$85.75</td>
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<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>37</td>
<td>Rensselaer</td>
<td>66,714</td>
<td>$54.89</td>
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<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>41</td>
<td>Schenectady</td>
<td>46,280</td>
<td>$54.89</td>
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</table>

## Lot II - Treated Salt Type 1

<table>
<thead>
<tr>
<th>Rebid/Extend</th>
<th>Contractor</th>
<th>Item Number</th>
<th>County</th>
<th>Filed Requirement (Tons)</th>
<th>2019-20 Price Per Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>52</td>
<td>Albany</td>
<td>11,300</td>
<td>$69.89</td>
</tr>
<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>180</td>
<td>Queens</td>
<td>30</td>
<td>$90.00</td>
</tr>
<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>79</td>
<td>Rensselaer</td>
<td>2,545</td>
<td>$72.89</td>
</tr>
</tbody>
</table>

## Lot III - Treated Salt Type 2

<table>
<thead>
<tr>
<th>Rebid/Extend</th>
<th>Contractor</th>
<th>Item Number</th>
<th>County</th>
<th>Filed Requirement (Tons)</th>
<th>2019-20 Price Per Ton</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebid</td>
<td>Apalachee</td>
<td>94</td>
<td>Clinton</td>
<td>7,500</td>
<td>$98.90</td>
</tr>
</tbody>
</table>
Contract Award Notification

Title: Group 01800 – ROAD SALT, TREATED SALT, & EMERGENCY STANDBY ROAD SALT (STATEWIDE)

Classification Code(s): 12

Award Number: 23134 (Partially Replaces Award 22843 & 22955)

Contract Period: September 1, 2018 – August 31, 2020

Bid Opening Date: August 3, 2018

Date of Issue: October 18, 2018 (Revised August 30, 2019)

Specification Reference: As Incorporated in the Phased Solicitation

Contractor Information: Appears on Page 5 of this Award

Address Inquiries To:

State Agencies & Vendors

Name: Bailey Baleno
Title: Contract Management Specialist
Phone: 518-473-1814
E-mail: Bailey.Baleno@ogs.ny.gov

Political Subdivisions & Others

OGS Procurement Services - Customer Services
Phone: 518-474-6717
E-mail: customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return the Contract Performance Report at the end of the document.

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2. These are filed requirement contracts which require the Contract User to purchase 70% of their filed requirement or 50% of their filed requirement if an awarded county is for Solar Salt. Automatic price increases become effective once deliveries exceed 120% of the Contract User’s filed requirement.
October 23, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission for a contractual agreement with the New York State Department of Health’s (NYSDOH) designated Health Home entity. The designated Health Home entity is Children’s Health Home of Upstate New York (CHHUNY).

Albany County will be able to claim reimbursement for all Medicaid Care Management Services provided to children with the necessary qualifying conditions as defined by NYSDOH.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for Health Home Care Management

Date: 10/23/2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

Choose an item.
Submission Date Deadline: Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Reimbursement for Medicaid Care Management Services

Contract Terms/Conditions:

Party (Name/address):
Children’s Health Home of Upstate New York (CHHUNY)
1099 Jay Street, Bldg J
Rochester, New York 14611

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

Amount/raise Schedule/fee:
$500,000 (approx.)

Scope of Services:
Health Home Care Management

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:** AA6119 01276
- **Revenue Amount:** $500,000.00
- **Appropriation Account and Line:** Click or tap here to enter text.
- **Appropriation Amount:** Click or tap here to enter text.

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

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

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

### Previous requests for Identical or Similar Action:
- **Resolution/Law Number:** 18-94
- **Date of Adoption:** 3/12/18

### Justification: (state briefly why legislative action is requested)
Please see attached
Department for Children, Youth and Families
Request to enter into a Renewal Contract with
Children’s Health Home of Upstate New York (CHHUNY)
Health Home Care Management

The Department for Children, Youth and Families is seeking Legislative authorization for a contractual renewal agreement with the New York State Department of Health’s (NYSDOH) designated Health Home entity. The designated Health Home entity is Children’s Health Home of Upstate New York (CHHUNY).

Albany County will be able to claim reimbursement for all Medicaid Care Management Services provided to children with the necessary qualifying conditions as defined by NYSDOH.

New York State’s Health Home eligibility criteria is as follows:

☐ Medicaid eligible/active Medicaid; and

☐ Two (2) or more chronic conditions; or

☐ One (1) single qualifying condition of either HIV/AIDS or a Serious Mental Illness (SMI)

While this is a Medicaid initiative, it remains the responsibility of the county legacy Targeted Case Management Services (TCM) program to provide services to non-Medicaid children as well, which will is funded by New York State Office of Mental Health funding.

The Health Home Care Management program’s revenue for 2018 was approximately $436,000.00 and the first half of 2019 has been approximately $250,000.00.
October 23, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action from the Department for Children, Youth and Families for permission to enter into a contractual agreement with Foster Care Providers that have been approved by the Office of Children and Family Services (OCFS) to operate residential foster care programs for the Raise the Age (RTA) initiative statewide.

Contractors will be paid at rates determined by New York State during the term January 1, 2020 - December 31, 2020.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization for DCYF with Foster Care agencies for the Raise the Age (RTA) initiative

Date: 10/23/2019
Submitted By: Scott McNels
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gall Geohagen, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

Party (Name/address):
See attached - Various agencies

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

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services:
Foster care services for the Raise the Age (RTA) initiative

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority:
NYS Social Services Law 371, 383 and 395 Family Court Act 1051, 352.2
and 756

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

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<thead>
<tr>
<th>Revenue Account and Line:</th>
<th>AA 6119 - 03619/03661/04619/04615</th>
</tr>
</thead>
<tbody>
<tr>
<td>Revenue Amount:</td>
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</table>

<table>
<thead>
<tr>
<th>Appropriation Account and Line:</th>
<th>AA 6119 - 44405 / 44046</th>
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<tr>
<td>Appropriation Amount:</td>
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## Source of Funding - (Percentages)

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<th>Federal:</th>
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<tr>
<td>State:</td>
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<tr>
<td>County:</td>
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<tr>
<td>Local:</td>
<td>Click or tap here to enter text.</td>
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</table>

## Term

<table>
<thead>
<tr>
<th>Term: (Start and end date)</th>
<th>01/01/2020 - 12/31/2020</th>
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</thead>
<tbody>
<tr>
<td>Length of Contract:</td>
<td>12 Months</td>
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</tbody>
</table>

## Impact on Pending Litigation

<table>
<thead>
<tr>
<th>Yes □ No ❌</th>
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## Previous requests for Identical or Similar Action:

<table>
<thead>
<tr>
<th>Resolution/Law Number:</th>
<th>18-398, 18-505</th>
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<tbody>
<tr>
<td>Date of Adoption:</td>
<td>9/12/18, 11/12/18</td>
</tr>
</tbody>
</table>

## Justification: (state briefly why legislative action is requested)

Please see attached
Department for Children, Youth and Families
Request to enter into Contracts with approved Raise the Age Providers

The Department respectfully requests Legislative authorization to contract with Foster Care Providers that have been approved by the Office of Children and Family Services (OCFS) to operate residential foster care programs for the Raise the Age (RTA) initiative statewide. Contractors will be paid at rates determined by New York State during the term January 1, 2020 – December 31, 2020.

In April, 2017, New York Governor Andrew M. Cuomo signed legislation raising the age of criminal responsibility to 18-years-old to provide young people in New York who commit non-violent crimes with the intervention and evidence-based treatment they need. The new measures were phased in over time, subsequently raising the age to 18-years-old on October 1, 2019.

Through a Request for Applications (RFA) process, the Office of Children and Family Services (OCFS) has approved 13 foster care agencies to provide a specialized model of care designed specifically to address the needs of older youth. This model uses a Risk Needs Responsivity framework model and includes enhanced supervision and direct care staffing, vocational services, an eight-month length of stay with mandatory aftercare services and enhanced security. There is significant focus on family engagement to keep the family connected to the youth and prepare for re-entry.

We are requesting authorization to contract with the RTA providers on the attachment submitted with this request.
<table>
<thead>
<tr>
<th>Date Opening</th>
<th>Agency Name</th>
<th>Male Beds</th>
<th>Female Beds</th>
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<tbody>
<tr>
<td>10/1/18</td>
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<td>8</td>
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<tr>
<td></td>
<td>William George Agency</td>
<td>8</td>
<td></td>
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<td></td>
<td>Children's Home of Wyoming</td>
<td></td>
<td>8</td>
</tr>
<tr>
<td>12/1/18</td>
<td>Villa of Hope</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Graham Windham</td>
<td>7</td>
<td></td>
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<tr>
<td>12/15/18</td>
<td>Children's Home of Jefferson County</td>
<td>4</td>
<td>4</td>
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<tr>
<td></td>
<td>William George Agency</td>
<td>8</td>
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<tr>
<td></td>
<td>Northern Rivers</td>
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<td>8</td>
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<td>Children's Home of Poughkeepsie</td>
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<td>Lincoln Hall</td>
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<tr>
<td></td>
<td>Mercy First</td>
<td>10</td>
<td>4</td>
</tr>
<tr>
<td>2/1/19</td>
<td>Hillside Snell Farm</td>
<td>8</td>
<td></td>
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<tr>
<td></td>
<td>House of Good Shepherd</td>
<td>8</td>
<td>4</td>
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<td>Children's Home of Poughkeepsie</td>
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<td></td>
<td>Graham Windham</td>
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<td>Children's Village</td>
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<tr>
<td></td>
<td>Lincoln Hall</td>
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<tr>
<td>4/1/19</td>
<td>Children's Village</td>
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<tr>
<td>6/15/19</td>
<td>Timothy Hill</td>
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<tr>
<td>Contract Start Date</td>
<td>Agency Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------------</td>
<td></td>
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</tr>
<tr>
<td>1/1/19</td>
<td>Villa of Hope</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>William George Agency</td>
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<tr>
<td></td>
<td>Children's Home of Wyoming</td>
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<tr>
<td></td>
<td>Graham Windham</td>
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<td></td>
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<tr>
<td></td>
<td>Children's Home of Jefferson County</td>
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<td>Northern Rivers</td>
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<td>Lincoln Hall</td>
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<td>2/1/19</td>
<td>Hillside Snell Farm</td>
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<tr>
<td></td>
<td>House of Good Shepherd</td>
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<td>Children's Village</td>
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<td></td>
</tr>
<tr>
<td>6/15/19</td>
<td>Timothy Hill</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
October 23, 2019

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

Dear Chairman Joyce:

The Department respectfully requests legislative authorization to amend Resolution 504, adopted November 13, 2018, to contract with an additional Foster Care Provider, NAFI Connecticut, Inc., that was not included in the original Resolution.

The Contractor will be paid at rates determined by New York State during the contract term January 1, 2019 – December 31, 2020 with rates at no more than the Maximum State Aid Rate (MSAR) as mandated by New York State.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geochagen-Pratt
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization to Amend Resolution 504 of 2018 - Foster Care Services

Date: 10/23/2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract Terms/Conditions:

Party (Name/address):
NAFI Connecticut, Inc.
20 Batterson Park Rd., Suite 300
Farmington CT 06032

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

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

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: NYS Social Services Law 3714 and 383 Family Court Act 1051, 352.2 and 756
Is there a Fiscal Impact: Yes ☐ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: AA 6119
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: AA 6119
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)
Federal: 50%
State: 25%
County: 25%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 11/01/19 - 12/31/20
Length of Contract: 14 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 09-379; 10-460; 13-017; 14-284, 14-384, 16-373, 18-504
Date of Adoption: 10/13/09; 12/6/10; 2/11/13; 8/11/14, 10/14/14, 9/12/16, 11/13/18

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

Request for an Amendment to Resolution 504 of 2018, to enter into Contracts with an additional Foster Care provider:
NAFI Connecticut, Inc.

Given the fluid and dynamic nature of foster care, there are times in which children, based on their individual needs and circumstances, may be placed in a foster care setting for which the County does not have a contract; or a contracted agency may decide to change the parent company name or move it to a subsidiary company. Should such situations arise, the Department shall complete the necessary paperwork to request legislative authorization retroactively.

We currently have a contract with North American Family Institute, Inc. The North American Family Institute, Inc. has decided to move the NY Region from the parent company to a subsidiary; NAFI Connecticut, Inc. Both have been recognized and certified to provide foster care in New York State and in the near future will go through the steps to move their placements from North American Family Institute, Inc. to NAFI Connecticut, Inc. Therefore, we need to request a contract between Albany County and NAFI Connecticut, Inc.

NAFFIT’s services in NY remain the same. They have offices in Elmsford, Hempstead and Middletown, NY. Their staff and support services all remain the same. Their foster homes are all located in NY.

The Department respectfully requests Legislative authorization to amend Resolution 504, adopted November 13, 2018, to contract with an additional Foster Care Provider that was not included in the Resolution. Contractors are paid rates determined by New York State during the contract term January 1, 2019 – December 31, 2020.
<table>
<thead>
<tr>
<th>Foster Care Agency</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Abbot House</td>
<td>100 North Broadway Irvington NY 10533</td>
</tr>
<tr>
<td>Astor House</td>
<td>6339 Mill Street Rhinebeck NY 12572</td>
</tr>
<tr>
<td>Awixa Home of Long Island</td>
<td>199 Bentcn Place Bayshore NY 11706</td>
</tr>
<tr>
<td>Baker Victory Services</td>
<td>780 Ridge Road Lackawanna NY 14212</td>
</tr>
<tr>
<td>Becket Family of Services</td>
<td>PO Box 299 Pike NH 03780</td>
</tr>
<tr>
<td>Bennington School, Inc.</td>
<td>192 Fairview Street Bennington VT 05201</td>
</tr>
<tr>
<td>Berkshire Farm Center &amp; Services</td>
<td>13640 Route 22 Canaan NY 12029</td>
</tr>
<tr>
<td>Cardinal Mccloskey</td>
<td>115 E. Sevens Ave, Site LL5 Valhalla, NY 10595</td>
</tr>
<tr>
<td>Catholic Charities of Saratoga Warren and Washington (Donovan House)</td>
<td>142 Regent Street Saratoga Springs NY 12866</td>
</tr>
<tr>
<td>Cattaraugus Co DSS</td>
<td>1 Leo Moss Dr #600 Olean NY 14760</td>
</tr>
<tr>
<td>Cayuga Centers</td>
<td>101 Hamilton Avenue Auburn NY 13021</td>
</tr>
<tr>
<td>Cayuga Co DSS</td>
<td>160 Genesee Street Auburn NY 13021</td>
</tr>
<tr>
<td>Charlton School</td>
<td>PO Box 47 Burnt Hills NY 12027</td>
</tr>
<tr>
<td>Chautauqua Co DSS</td>
<td>7N Erie Street Mayville NY 14757</td>
</tr>
<tr>
<td>Chemung Co DSS</td>
<td>425 Pennsylvania Ave Elmira NY 14904</td>
</tr>
<tr>
<td>Chenango Co DSS</td>
<td>PO Box 590 5 Court Street Norwich NY 13815</td>
</tr>
<tr>
<td>Children's Aid Society</td>
<td>711 Third Ave., Suite 700 New York, NY 10017</td>
</tr>
<tr>
<td>Children's Home of Poughkeepsie</td>
<td>10 Children's Way Poughkeepsie, NY 12601</td>
</tr>
<tr>
<td>Children's Village</td>
<td>One Echo Hills Dobbs Ferry, NY 10522</td>
</tr>
<tr>
<td>Children's Home of Kingston</td>
<td>26 Grove Street Kingston NY 12401</td>
</tr>
<tr>
<td>Children's Home of Wyoming Conf.</td>
<td>1182 Chenango Street Binghamton NY 13091</td>
</tr>
<tr>
<td>Clinton Co DSS</td>
<td>13 Durkee Street Plattsburgh NY 12901</td>
</tr>
<tr>
<td>Community Maternity Services</td>
<td>27 North Main Avenue Albany NY 12203</td>
</tr>
<tr>
<td>Cornell Abraxas Group, Inc.</td>
<td>2840 Liberty Avenue, 3rd floor, Pittsburgh PA 15222</td>
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<tr>
<td>Cortland Co DSS</td>
<td>60 Central Avenue Cortland NY 13045-5590</td>
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<tr>
<td>Dare Family Services</td>
<td>265 Medford Street Somerville MA 02143</td>
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<tr>
<td>Delaware Co DSS</td>
<td>111 Main Street Delhi NY 13753</td>
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<tr>
<td>Devereaux Center</td>
<td>Route 9 Box 40 Red Hook NY 12571</td>
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<tr>
<td>Dutchess Co</td>
<td>60 Market Street Poughkeepsie NY 12061</td>
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<tr>
<td>Easter Seals</td>
<td>200 Zachary Road Manchester NH 03109</td>
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<tr>
<td>Eckerd Youth Alternative, Inc.</td>
<td>100 North Starcrest Drive, PO Box 7450, Clearwater FL 33785</td>
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<td>Elmcrest Children's Center</td>
<td>960 Salt Springs Road Syracuse, NY 13224</td>
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<td>Equinox, Inc.</td>
<td>95 Central Avenue Albany NY 12206</td>
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<td>478 Main Street Buffalo NY 14202</td>
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<td>Forestdale, Inc</td>
<td>67-35 112th St. Forest Hills, NY 11375</td>
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<td>Franklin Co DSS</td>
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<td>Fulton Co DSS</td>
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<td>Gateway- Longview, Inc</td>
<td>10 Symphony Circle Ste 1 Buffalo, NY 14201</td>
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<td>5130 E. Main Street Batavia NY 14020</td>
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<td>Glove House</td>
<td>220 Franklin St. Elmira, NY 14904</td>
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Green Chimneys
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Hamilton Co DSS
Harmony Heights
Heartshare/Saint Vincent's
Herkimer Co DSS
Hillcrest Education Center
Hillside Family of Agencies
Hope for Youth
House of Good Shepherd
Inflight, Inc.
Jefferson Co DSS
Jefferson County Children's Home
Jewish Board of Family & Children Svcs
Jewish Child Care Assoc of New York
KidLink (aka Keystone)
KidsPeace Children's Hospital
KidsPeace National Centers
KidsPeace National Centers of N.A.
Lake Grove at Maple Valley, Inc.
Lakeview Neuro-Rehabilitation Ctr
Lasalle School
Leake and Watts Services
Lewis Co DSS
Lincoln Hall
Little Flower Children Services
Livingston Co DSS
Lutheran Social Services
Madison Co DSS
Mental Health Assoc of Ulster County
Mercy First
Monroe Co. DSS
Montgomery Co DSS
Mountain Lake
Nassau County
New Directions Youth and Family Svcs
New Hope Treatment Centers
Niagara Co DSS
North American Family Institute/NAFI
Northeast Ctr for Youth and Families
Northeast Parent & Child Society
Onondaga Co DSS
1 Pierrepont Plaza, Suite 901 Brooklyn, NY 11201
400 Doansburg Road Brewster NY 10509
411 Main Street Suite 238 Catskill NY 12414
PO Box 725 White Birch Lane Indian Lake NY 12842-0725
P.O. Box 569 Oyster Bay, NY
66 Boerum Place Brooklyn, NY 11201
301 N. Washington St., Ste 2110 Herkimer NY 13350
PO Box 4699 Pittsfield MA 01220
1183 Monroe Avenue Rochester NY 14620
201 Dixon Ave. Amityville, NY 11701
1550 Champlin Avenue Utica NY 13502
116 South Road Germantown NY 12526
250 Arsenal Street Waterown NY 13601
1704 State Street Watertown NY 13601
135 West 50th St. New York, NY 10020
858 E. 29th Street Brooklyn, NY 11210
1110 Westwood Place, Suite 100, Brentwood TN 37027
4087 Independence Drive Schnecksville PA 18078
4086 Independence Drive Schnecksville PA 18078
4085 Independence Drive Schnecksville PA 18078
6 Farley Road Wendell MA 01379
101 Highwatch Road Effingham Falls NH 03814
391 Western Avenue Albany NY 12203
463 Hawthorne Ave. Yonkers, NY 10705
PO Box 193 S27 Outer Stowe St. Lowville NY 13367
PO Box 600, Route 202, Lincolndale NY 10522
185 Joralemon St. Brooklyn, NY 11201-4326
1 Murray Hill Dr Mt. Morris NY 14510
Gustavus Adolphus 200 Gustavus Ave Jamestown, NY 14701
North Court Street Bldg1 PO Box 637 Wampsville NY 13163
PO Box 2304 Kingston NY 12402
525 Convent Road Syosset, NY 11791
691 St. Paul Street #1 Rochester NY 14605
PO Box 745 County Office Building Fonda NY 12068-0745
50 Riverside Drive Lake Placid NY 12946
60 Charles Lindbergh Boulevard, Ste 160, Uniondale NY 11553
356 Main Street Randolph NY 14772
7515 Northside Drive, Suite 200, North Charleston SC 29420
20 East Ave Lockport NY 14094
26 Howley Street Peabody MA 01960
203 East Street Easthampton MA 01027
120 Park Avenue Schenectady NY 12304
421 Montgomery Street Syracuse NY 13202
Ontario Co. DSS
Orange Co DSS
Orleans Co. DSS
Oswego Co DSS
Otsego Co DSS
Parson's Child & Family Center
Putnam Co DSS
Rehabilitation Support Services
Rensselaer County DSS
Rockland Co DSS
Saratoga County DSS
Schenectady County DSS
Schoharie Co DSS
Schuyler Co DSS
SCO Family of Services
Seneca Co DSS
Snell Farm Children's Center
St. Anne's Institution
St. Catherine's Center
St. Christopher's, Inc.
St. John Bosco Child & Family SvcS
Stetson School
Steuben Co DSS
Sullivan Co DSS
Summit Children's Residence
The Stevens School
Timothy Hill Children's Ranch
Tioga Co DSS
Tompkins Co DSS
Toomey Residential
Transitional Services Assoc, Inc.
Ulster Co DSS
Vanderhyden Hall
Villa of Hope (aka St. Joseph's Villa)
Warren County DSS
Wayne Co DSS
Westchester Co DSS.
Whitney Academy
William Georgé Children's Services
Wyoming Co DSS
Yates Co DSS.
Yonkers Residential Center, Inc.

3010 County Complex Dr Canandaigua NY 14424
Box Z 11 Quarry Rd Goshen NY 10924
14016 NY 31 Albion NY 14411
100 Spring Street PO Box 1320 Mexico NY 13144
197 Main Street Cooperstown NY 13326
60 Academy Road Albany NY 12208
110 Old Route Six Center Carmel NY 10512
2113 Western Avenue Guilderland NY 12084
127 Bloomingrove Drive Troy NY 12180
50 Sanitorium Rd Building L Pomona NY 10970
152 West High Street Ballston Spa NY 12020
797 Broadway Schenectady NY 12308
PO Box 687 Schoharie NY 12157
323 Owego Street #5 Montour NY 14865
1 Alexander Pl. Glen Cove, NY 11542
1 Dipronio Dr. Waterloo NY 13165
7320 Snell Hill Road Bath, NY 14810
160 North Main Avenue Albany NY 12206
40 North Main Avenue Albany NY 12203
71 South Broadway Dobbs Ferry NY 10522
PO Box 349, 233 Birch Road, Wallkill NY 12589
454 So. Street, PO Box 309, Barre MA 01005
3 Pulteney Square E. Bath NY 14810
Family Services Box 231 16 Community Lane Liberty NY 12754
339 N. Broadway Nyack, NY 10960
24 Main Street Swansea MA 02777
298 Middle Rd. Riverhead, NY 11901
PO Bpx 240 Owego NY 13827
320 W Martin Luther King Jr. State Street Ithaca NY 14850
1654 W. Onondaga St. Syracuse, NY 13204
57 Kirby Road Saratoga Springs NY 12866
1061 Development Court Kingston NY 12401-1959
PO Box 218 Wynantskill NY 12198
3300 Dewey Avenue Rochester NY 14616
Human Services 1340 State Route 9 Lake George NY 12845
77 Water Street Lyons NY 14489
County Office Bldg #2 112 East Post Rd White Plains NY 10601
10 Middleboro Road East Freetown MA 02717
380 Freeville Road Freeville NY 13068
466 N. Main Street Warsaw NY 14569
417 Liberty Street #2122 Penn Yan, NY 14527
317 S. Broadway Yonkers NY 10705
October 28, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to authorize acceptance of a grant renewal with New York State Office of Children and Family Services for services involved with the Children’s Advocacy Center. The grant award is $164,095 for the term of February 1, 2020 – January 31, 2021.

In addition, the Department respectfully requests authorization to renew an agreement with Albany County Crime Victims and Sexual Violence Center in conjunction with this grant. The amount of the proposed renewal will be $41,000 for February 1, 2020 - January 31, 2021.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

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

Description: p. Contract Authorization for Information Services
Contract Authorizations for Child Advocacy Center

Date: October 25, 2019
Submitted By: Scott McNeils
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, Commissioner

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☒ Grant
   Renewal
   Submission Date Deadline 12/31/2019
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed)  

Contract Terms/Conditions:

Party (Name/address):
   New York State OCF5
   52 Washington Street
   Rensselaer, NY
   12144

Additional Parties (Names.addresses):
   Albany County Crime Victims & Sexual Violence Center
   112 State Street Room 1100
   Albany, NY 12207

Amount.Raise Schedule.Fee:  $164,095
Scope of Services:  Child Advocacy Center Services

Bond Res. No.:  
Date of Adoption:  

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Revenue Account and Line: A 6119 0 3407
Revenue Amount: $98,936

Appropriation Account and Line: A 6119 4 4020 4036 4039 4040 4042 4046 700 2919 14181 250 5781 75105

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

Term
Term: (Start and end date) 2/1/2020 - 1/31/2021
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 19-88, 18-206, 18-555, 15-63, 14-28, 13-16, 12-16, 12-17
Date of Adoption: 3/11/19, 5/14/19, 12/5/16, 2/10/15, 2/10/14, 2/11/13, 2/13/12

Justification: (state briefly why legislative action is requested)
Please see attached
Backup Material for Authorization for Grant Acceptance from the New York State Office of Children and Family Services for funding the Children’s Advocacy Center, Contract Authorization with the Albany County Crime Victims & Sexual Violence Center

The Department respectfully requests Legislative authorization to accept grant funding from the New York State Office of Children and Family Services (NYSOCFS) for the Children’s Advocacy Center (CAC). The grant award is $164,095 for the term of February 1, 2020 to January 31, 2021.

In addition, the Department respectfully requests authorization to renew an agreement with Albany County Crime Victims and Sexual Violence Center in conjunction with this grant. The amount of the proposed renewal will be $41,000 for February 1, 2020 - January 31, 2021.

In November 2010, the Department for Children, Youth and Families – Children’s Advocacy Center was awarded funding from NYSOCFS specifically for Children’s Advocacy Centers. Since that time, this funding has been utilized to offset salary and fringe of the clerical support person located at the CAC and a Family Advocate position that is staffed by the Albany County Crime Victims and Sexual Violence Center (CVSVVC), training for staff, as well as offsetting the County’s cost for office supplies and general services expenditures. In 2020, the Department will utilize this funding in a similar manner to offset salary and fringe of staff persons for the CAC and the Family Advocate position, training for staff, County costs for office supplies and telephone, as well as to continue to support a collaborative community education and outreach campaign regarding the promotion of healthy relationships and the prevention of child abuse and maltreatment.

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

The Family Advocate’s primary role is to offer support to non-offending caregivers in cases of alleged sexual and/or physical abuse so that they can act responsibly to protect and support the alleged victim. According to the National Children’s Advocacy Center, the non-offending caregiver is often overwhelmed by a wide range of emotions and pressures. If the child is to be protected and remain in their home, the non-offending caregiver must often choose to support the child in the face of their own denial, that of the alleged abuser, and the denial of family and friends. Combined with the emotional stress is the financial impact caused by sudden separations and the loneliness and isolation often resulting from them. Crime Victim Sexual Violence Center is a community partner with the CAC and this collaboration has enhanced the working relationship that previously existed.

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

The Albany County MDT provides coordinated investigations, medical examinations, forensic interviews, advocacy services and therapeutic services to sexually/physically abused children and their families. The Family Advocate assists families to navigate the various systems involved during this crisis in their lives and assists in successful linkages to necessary services and supports. The Albany County MDT partners are involved in the investigation, legal aspects and delivery of services to child sexual/physical abuse victims and their families.

A part-time Law Enforcement Coordinator is to be co-located at the Children’s Advocacy Center and shall be a liaison between the ACDCYF CAC and the multiple Law Enforcement Agencies in Albany County and those outside of Albany County that may also be investigating cross-district cases, including the FBI and Homeland Security. The duties of the part-time Law Enforcement Coordinator will include, but are not limited to: serve as the point person for law enforcement agencies with questions about proper procedures related to the investigation of MDT cases; assist as necessary and appropriate in the investigation coordination of a MDT case; assist in engaging other law enforcement agencies in the collaborative CAC model investigation process; and work with partner agencies to resolve barriers involving the criminal aspect of a MDT case. As the Albany County Safe Harbour initiative involving the Commercial Sexual Exploitation of Children (CSEC) also falls under the Albany County CAC, the co-located part-time Law Enforcement Coordinator may also assist in such cases for a coordinated investigation and response and will work closely with the CAC Coordinator and CSEC Coordinator.
September 30, 2019

Mr. Phillip Calderone, Deputy County Executive
Albany County Department for Children, Youth and Families
112 State Street, Room 930
Albany, NY 12207

Re: Albany County Department for Children, Youth and Families- intent to Renew Contract

Dear Mr. Calderone,

The New York State Office of Children and Family Services (OCFS) is pleased to inform you of our intent to renew the following contract pending availability of funds and the approval with NYS Office of State Comptroller (OSC):

- Contract Number: C027957
- Contract Period: 02/01/2020-01/31/2021
- Award amount: $164,095

The contract application must be submitted on-line through the OCFS Contract Management System (CMS). You will be notified when the contract for your agency is in your CMS inbox, and you should follow the schedule set in CMS to enter your budget and program information. Submitting your contract earlier than the due date will allow us time to correct any errors if needed, in order to be in compliance with prompt contracting guidelines. If the contract is not completely and correctly developed within the scheduled number of calendar days, OCFS will notify you in writing that any interest payments that may have otherwise been due as a result of exceeding the prompt contracting timeframes, as described in Article XI-B of the State Finance Law, will be suspended from the day after the scheduled due date for your contract development until the contract documents are submitted. Failure to provide information required for contract development and approval may also delay your contract execution date.

Prior to receiving your contract, non-for-profits should verify that their Vendor Responsibility Questionnaire is recertified in VendRep System, this must be certified within six months of the amendment going to OSC. Non-for-profits must also remain current with the Charities Bureau and maintain a "prequalified" status within Gateway when submitting the contract back to us and throughout the amendment process. All contractors should begin obtaining their current Workers Comp and Disability Certificates with NYS OCFS 52 Washington Street, Rensselaer NY 12144 as the certificate holder; these will get uploaded in CMS when you receive the amended contract. This information is also provided in the attached "Contract Instructions Documents". The "Contract Instructions Documents" will help you as you develop your contract application and include the necessary links to the systems noted above.

Also attached is the CMS Authorization Form. If you need to add, change or modify any CMS user role(s), you will need to complete the authorization form and submit it to OCFS.

Please feel free to contact me at Adam.Berry@ocfs.ny.gov or 518-474-7899.
## Appropriations

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**TOTAL APPROPRIATIONS**

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## Estimated Revenues

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**TOTAL ESTIMATED REVENUES**

|           |       |                                 | 0.00     | 98,936.00|            |                |

**GRAND TOTALS**

|           |       |                                 | 98,936.00| 98,936.00|            |                |
October 29, 2019

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

Dear Chairman Joyce:

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

The requested contract is for the term of February 1, 2020 – January 31, 2021 for $27,000 and does not involve a local share as this will be supported through CAC grant funding.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Geohagen-Pratt
Commissioner

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


Date: October 29, 2019
Submitted By: Scott McNells
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.: Gail Gehagen, Commissioner
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)

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Albany Police Department
165 Henry Johnson Blvd.
Albany, NY 12210

Amount/Raise Schedule/Fee: $27,000
Scope of Services: Part-Time Law Enforcement Coordinator to be co-located at the Albany County Department for Children, Youth and Families Children's Advocacy Center (CAC).

Bond Res. No.: 
Date of Adoption: 

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: A 8119 0 3407
Revenue Amount: $27,000
Appropriation Account and Line: A 8119 4 4046
Appropriation Amount: $27,000

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

Term
Term: (Start and end date) 2/1/2020 - 1/31/2021
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 19-88, 18-95, 17-41, 16-555, 15-536, 15-63
Date of Adoption: 3/11/19, 3/12/18, 2/13/17; 12/5/16, 12/7/15, 2/10/15

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

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

The Department respectfully requests Legislative authorization to contract with the City of Albany Police Department for a part-time Law Enforcement Coordinator to be co-located at the Albany County Department for Children, Youth and Families Children’s Advocacy Center (CAC). The contract term is for February 1, 2020- January 31, 2021 for a contract amount of $27,000.

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

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

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

The part-time Law Enforcement Coordinator is to be co-located at the Children’s Advocacy Center and shall be a liaison between the ACDCYF CAC and the multiple Law Enforcement Agencies in Albany County and those outside of Albany County that may also be investigating cross-district cases, including the FBI and Homeland Security. The duties of the part-time Law Enforcement Coordinator will include, but are not limited to: serve as the point person for law enforcement agencies with questions about proper procedures related to the investigation of MDT cases; assist as necessary and appropriate in the investigation coordination of a MDT case; assist in engaging other law enforcement agencies in the collaborative CAC model investigation process; and work with partner agencies to resolve barriers involving the criminal aspect of a MDT case. As the Albany County Safe Harbour initiative involving the Commercial Sexual Exploitation of Children (CSEC) also falls under the
Albany County CAC, the co-located part-time Law Enforcement Coordinator may also assist in such cases for a coordinated investigation and response and will work closely with the CAC Coordinator and CSEC Coordinator.
October 25, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to sign and submit a Supervision and Treatment Services for Juvenile Program (STSP) Transition Period Application and Request for Rollover Waiver to NYS OCFS for the term of October 1, 2019 – September 30, 2020.

Albany County is receiving a funding allocation of $172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

Gail Georghen-Pratt  
Commissioner

cc: Dennis Feeney, Majority Leader  
Frank Mauriello, Minority Leader  
Kevin Cannizzaro, Majority Counsel  
Arnis Zilgme, Minority Counsel
File #: TMP-1261, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with OCFS for Supervision and Treatment Services for Juvenile Program

Date: October 24, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep. Gail Gohagen, Commissioner
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)

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract and Plan for State Funding Allocation

Contract Terms/Conditions:

Party (Name/address):
Office of Children and Family Services
52 Washington Street
Rensselaer, NY 12144

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

Amount/Raise Schedule/Fee: $172,722
Scope of Services: Supervision and Treatment Services for Juveniles

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

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6071 03670
Revenue Amount: $107,088
Appropriation Account and Line: AA6071 44046
Appropriation Amount: $172,722

Source of Funding - (Percentages) NYS OCFS - STSIP
Federal: Click or tap here to enter text.
State: 62%
County: 38%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 10/01/19 - 9/30/20
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-109, 17-318, 16-325, 15-264, 15-62, 14-124
Date of Adoption: 3/12/18, 8/14/17, 8/8/16, 7/13/15, 2/9/15, 4/14/14

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

Backup Material for Authorization to Accept Funding from the NYS Office of Children and Family Services; Authorization for Signature and Submission of a Supervision and Treatment Services for Juveniles Program Plan to New York State Office of Children and Family Services

The Department respectfully requests Legislative authorization to receive funding from NYS OCFS and to sign and submit a Supervision and Treatment Services for Juvenile Program Plan (STSJP) to NYS OCFS. The total funding allocation is $172,722 for the term of October 1, 2019 – September 30, 2020.

NYS Supervision and Treatment Services for Juveniles Program (STSJP) provides funding to support local programming to divert youth safely from unnecessary detention and/or placement admissions. It is a key element of New York’s juvenile justice reform efforts. STSJP funding is allocated to each locality by NYS OCFS.

Albany County is receiving a funding allocation of $172,722, which will continue to support programming at Albany County Probation Department and Albany County Family Court for juvenile justice involved youth. The goal of this programming is to prevent out of home placement of youth, maintain them safely in their community, and when placement is needed, to safely expedite the reintegration of such youth back into the community. All counties are required to sign and submit a STSJP plan to include such funded programming. As Albany County anticipated this funding in the development of the 2019 Albany County budget and the 2020 requested budget, such funding is already incorporated into the 2019 Adopted Albany County Budget and 2020 requested budget.

Albany County is well positioned to successfully provide such programming and meet the goals of the STSJP funding, as we are participating in a number of other juvenile justice system reform initiatives including the Regional Youth Justice Team.

NYS has implemented the Regional Youth Justice Teams throughout the state; the goal of which is to improve juvenile justice policies, practices and programming. Albany County is one of nine counties participating in the Capital Region Youth Justice Team. Albany County is able to share the strategies being implemented locally through STSJP funding with the other participating counties in the Regional Team as well as statewide.
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Dear County Executive,

This letter is an update on the changes to the Supervision and Treatment Services for Juveniles Program (STSJP) for the upcoming program year, October 1, 2019-September 30, 2020. It provides information on obtaining STSJP funding, maximum STSJP allocations for each municipality, detention allocations, and instructions for requesting to roll over funds from the current program year.

I. Background

STSJP funds are used to provide local services intended to divert the following types of youth from placement in detention or residential care:

- Youth who are at risk of becoming, alleged to be, or adjudicated as Juvenile Delinquents (JDs), both non-Raise the Age (RTA) JDs and RTA JDs
- Youth who are at risk of becoming, alleged to be, or adjudicated as Persons in Need of Supervision (PINS)
- Youth who are alleged to be or convicted as Juvenile Offenders (JOs), Adolescent Offenders (AOs) or Youthful Offenders (YOs)

As set forth in Section 529-b of the New York Executive Law, any municipality wishing to provide services or expenditures with STSJP funds must first submit an annual STSJP plan to the New York State Office of Children and Family Services (OCFS) for approval. Upon that approval, the municipality will receive up to 62 percent state reimbursement of the cost of the approved services and expenditures, up to the municipality’s allocation cap, which is set through an allocation methodology determined by OCFS. A municipality that wishes to provide additional STSJP services may also choose to shift part of its detention allocation to be used for STSJP.

II. What’s New This Year

A. PINS Reform

Part K of Chapter 56 of the Laws of 2019 (S1506-C/A2006-C) bill for Education, Labor and Family Assistance (ELFA) (L. 2019, ch. 56, Part K) amended Executive Law § 529-b, effective January 1, 2020, to allow STSJP programming eligibility for youth at risk of becoming PINS. This is an expansion from youth who previously had to have been alleged to be or adjudicated as PINS.

As of January 1, 2020, youth alleged or adjudicated to be PINS will no longer be admissible to any detention facility. Youth alleged or adjudicated to be PINS may be placed in foster care. However, there will be no state reimbursement for costs associated with foster care placement for PINS youth placed on or after January 1, 2020.

STSJP programming is expanded to include Family Support Services Programs (FSSP) within the STSJP continuum of services. FSSP will be added to the list of program types for the 2019-2020 STSJP plan. Municipalities may choose to utilize STSJP money to fund FSSP, and may do so collectively for a regional response.
B. Raise the Age Legislation

As a reminder, on October 1, 2019, RTA will phase in youth who were 17 at the time they were alleged to have committed an offense as JDs or AOs. In response to RTA, STSJP programming eligibility was expanded to the following categories of youth in New York State:

- Alleged or convicted AOs
- Alleged or convicted YOs

OCFS encourages municipalities to consider the expansion of these target populations and its impact on current programming.

As with other expenditures attendant to RTA, local governments looking to create new or expand existing STSJP programs to serve RTA youth must include any new anticipated STSJP costs in the municipality’s RTA plan, and denote such as STSJP-RTA. Such requests will be reviewed in the context of the entirety of the municipality’s plan and on a case-by-case basis to determine if they are eligible for 100 percent state reimbursement.

NOTE: We are using STSJP-RTA as a distinction from current or typical STSJP funds as the STSJP-RTA will not be claimed against a county’s base STSJP allocation.

C. Data Collection

OCFS has refined the data collection forms and requirements. STSJP-RTA allocations and expenditures have been broken out and tracked separately for PY 2018-2019. This will continue into program year 2019-2020. Additionally, OCFS is including sexual orientation, gender identity and expression (SOGIE) data points for PY 2019-2020. Further guidance on this will be forthcoming.

III. Summary of the STSJP Process for Program Year 2019-2020

A. Period of Performance

The STSJP program year for 2019-2020 is October 1, 2019, to September 30, 2020.

B. Detention Shift

Municipalities may continue to shift funding from their 2019 detention allocations to enhance their STSJP funds at any time in the program year. Any detention funding shifted to STSJP may be reimbursed at the 62 percent state reimbursement rate for eligible STSJP services or expenditures. If a municipality shifts detention funding to enhance its STSJP allocation after the 2019-2020 plan has been approved, a written request on letterhead must be submitted requesting approval to shift the funds with an explanation of what the additional funding will cover. The municipality must also amend its approved plan to include the enhanced funding amount. The plan must detail how those funds will be used by the municipality. Please note, all requests to shift detention allocation to STSJP allocation for PY 2019-2020 must be submitted to the STSJP mailbox by June 30, 2020.

C. STSJP Plan - Continuum of Service Domains

STSJP programs fall within a domain that aligns with a key decision point in the youth justice system. This continuum is an outcome-based approach to providing services to youth and families. When developing STSJP plans, municipalities should consider programs that best meet the needs of the youth and families involved in their youth justice system, and target any areas where there are racial, ethnic, economic, and/or gender disparities. Please consult the detention and placement data provided by OCFS in this announcement and the county profile data available on the New York State Division of Criminal Justice Services website to aid STSJP plan development. Below is a summary of the six
domains. (Please note that FSSP has been added as an additional domain on the youth justice continuum.)

- **Family Support Services (FSS):** Programs that seek to provide prevention and intervention services to families and youth who are at risk of becoming PINS. Please note that programs that focus solely on addressing truancy will not be considered a part of the STSJJP youth justice continuum. Examples: family mediation services and respite care.

- **Prevention (P):** Programs that serve youth with no juvenile justice involvement but have characteristics that place them at risk for juvenile justice contact. These programs utilize prosocial activities that engage at-risk youth to lower the risk of involvement in juvenile delinquency. Examples: Boys and Girls Club, YMCA/YWCA, and mentoring or other youth development activities.

- **Early Intervention (EI):** Programs that utilize prosocial activities in a targeted strategy to engage youth at risk of becoming, or alleged to be, a JD or PINS, to prevent further involvement in the youth justice system. A youth who is on JD Intake or PINS Diversion would be a good candidate for this service type.

- **Alternatives to Detention (ATD):** Programs that are intended to reduce the reliance on secure and non-secure detention for youth charged as JDs, JOs, and AOs who would otherwise be in detention if not for this program. They are predispositional programs that increase supervision in the community to help ensure that youth return to court and remain crime free until the disposition of their case. The program service period is limited to the court case processing time frames. Examples: specialized community supervision, temporary respite care, calling services to remind youth to return to court, and electronic monitoring programs.

- **Alternatives to Placement (ATP):** Programs that serve adjudicated youth who would otherwise be placed in a residential facility, but for programs that can maintain youth safely in the community. These can be used for youth adjudicated as PINS, JDS, and JOs. These programs target and address known criminogenic risk and identified needs. Examples: evidence-based cognitive behavioral interventions, prosocial activities that target youth with leisure time/peer group concerns, navigators/credible messengers/mentors, and substance abuse supports.

- **Aftercare/Reentry Programming:** Programs that support youth’s reentry and reintegration back into the community once released from residential placement, and programs that reduce length of stay in residential placement. Examples: vocational or educational support programs, prosocial activities for positive leisure time/building alternative choices, mentors/credible messengers/navigators, housing supports, and obtaining legal ID.

**IV. 2019–2020 State Budget Allocation for STSJJP**

The 2019-20 allocation for STSJJP is $8,376,000. Attachment A provides a list of each county’s STSJJP allocation for this program year.

The detention allocation remains at $76,160,000. The detention allocation list is attached to this letter as Attachment B.

These lists will also be posted on the OCFS website at: http://ocfs.ny.gov/main/ij_reform/.

**V. Waiver Application for Rollover of Unused STSJJP PY 2018-19 Funds to PY 2019-2020**

Municipalities that have not spent and do not plan to spend their full 2018–2019 STSJJP allocation will be able to apply to OCFS to roll over any portion of the unspent amount. Please note, municipalities cannot roll over money that was previously rolled over. The requested funds would be available for use in the 2019-2020 plan year only. Rollover waivers will only be approved for those municipalities that have claimed through the third quarter for PY 2018-2019 and can confirm their fourth quarter projected claims.
Municipalities must complete and submit the Request for a Rollover Waiver for 2019–2020 STSJP Program Year, see Attachment C, via email to stsjp@ocfs.ny.gov on or before August 7, 2019. Please use the words STSJP Request for Request for Rollover to 2019–2020 – (Name of Municipality) in the “Subject” field.

VI. Submitting the STSJP Plan for Program Year October 1, 2019–September 30, 2020

Below are the instructions for completing the STSJP plan for the upcoming program year:

A. General Requirements

A municipality that wishes to use its STSJP allocation to provide programs and services to prevent the detention and placement of youth must submit an STSJP annual plan for OCFS approval. The chief executive officer of a municipality that wishes to participate in STSJP must designate a lead agency for the purposes of planning and administering services provided under the program.

Executive Law section 529-b requires that participating municipalities engage in a collaborative effort to support the successful planning and administration of STSJP-funded programs. The STSJP plan must be developed in collaboration with the local social services districts, departments of probation, youth bureaus, local law enforcement, as well as with courts, service providers, schools, and youth development programs.

B. Developing and Submitting the STSJP Annual Plan for Program Year 2019–2020

Information about STSJP and the application process can be found on the OCFS website at: http://ocfs.ny.gov/main/ij_reform/. There you will find guidelines and instructions for completing STSJP annual plans. The OCFS-2121 form is enclosed with this letter, see Attachment D.

Once your municipality has determined its PY 2019-2020 spending plan, including any rollover funds, if known, from PY 2018-2019, your municipality’s STSJP lead, or the lead’s representative, can begin to enter the appropriate information into the OCFS-2121 form.

Annual plans for the 2019–2020 STSJP program year must be submitted on or before August 19, 2019. Municipalities must submit STSJP plans to the STSJP mailbox at stsjp@ocfs.ny.gov, using the phrase STSJP 2019-2020 Annual Plan – Municipality Name in the “Subject” line. If the plan is not approved by OCFS, the municipality will have an opportunity to amend it. OCFS will notify the municipality when the plan is approved and will post the plan on the OCFS website.

VII. STSJP Plan Submissions and Raise the Age

The 2019-2020 STSJP plan includes a separate section for STSJP-RTA programming. As with all other expenditures attendant to RTA, any new anticipated STSJP-RTA costs must be approved in the municipality’s RTA plan as STSJP services. Failure to do so will lead to non-approval by OCFS of the additional RTA services.

VIII. Contacts

All questions related to STSJP (technical issues, program requirements, waivers, rollovers and transition extensions) must be sent via email to the STSJP mailbox at stsjp@ocfs.ny.gov. STSJP leads may also contact Geneva Hilliard at (518) 486-1819 or Lynn Tubbs at (518) 473-9116, to request technical assistance.
October 29, 2019

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

Dear Chairman Joyce:

Enclosed is our Request for Legislative Action for permission to receive a one-time allocation for Persons in Need of Supervision (PINS) Enhanced Funding from NYS OCFS, under the Supervision and Treatment Services for Juvenile Program (STSJP) plan. The total funding allocation is $35,700 for the term of October 1, 2019 – September 30, 2020.

Albany proposes to utilize the one-time allocation to fund a pilot program to hire a per diem Peer Advocate trained in Mediation services to work in conjunction with a Parent Engagement Specialist (PES). The PES’s primary role is to support the adult and the Peer Advocate’s primary role would be to support the youth.

The Department respectfully requests consideration in this matter. If you have any questions or need additional information, please do not hesitate to contact me directly at 447-7792.

Sincerely,

[Signature]
Gail Geohagen-Pratt
Commissioner

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

Description (e.g., Contract Authorization for Information Services):
Contract Authorization with OCFS for a one-time allocation for Persons in Need of Supervision (PINS)
Enhanced Funding under the Supervision and Treatment Services for Juvenile Program

Date: October 28, 2019
Submitted By: Scott McNelis
Department: Children, Youth and Families
Title: Contract Administrator
Phone: 7306
Department Rep.
Attending Meeting: Gail Geohagen, Commissioner

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

CONCERNING BUDGET AMENDMENTS

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

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

Choose an item.

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

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

Contract Terms/Conditions:
Party (Name/address):
Office of Children and Family Services
52 Washington Street
Rensselaer, NY 12144

Additional Parties (Names addresses):

Amount/Raise Schedule/Fee: $35,700
Scope of Services: Persons in Need of Supervision (PINS) Services

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

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA6071 03670
Revenue Amount: $22,134
Appropriation Account and Line: AA6071 44046
Appropriation Amount: $35,700

Source of Funding - (Percentages)
Federal: NYS OCFS - STSIP  
State: 62%  
County: 38%  
Local:  

Term
Term: (Start and end date) 10/01/19 - 9/30/20
Length of Contract: 12 Months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 18-109, 17-318, 16-325, 15-264, 15-62, 14-124
Date of Adoption: 3/12/18, 8/14/17, 8/8/16, 7/13/15, 2/9/15, 4/14/14

Justification: (state briefly why legislative action is requested)
Please see attached
Backup Material for Authorization to Accept Funding from the NYS Office of Children and Family Services for a one-time allocation for Persons in Need of Supervision (PINS) Enhanced Funding under the Supervision and Treatment Services for Juveniles Program Plan (STSJP)

The Department respectfully requests contract administration approval to receive a one-time allocation for Persons in Need of Supervision (PINS) Enhanced Funding from NYS OCFS under the Supervision and Treatment Services for Juvenile Program (STSJP) plan. The total funding allocation is $35,700 for the term of October 1, 2019 – September 30, 2020.

The passage of New York’s historic Raise the Age law in 2017 also included substantial changes to the state’s statute pertaining to Persons in Need of Supervision (PINS). These changes will take effect on January 1, 2020. Notably, as of January 1, 2020, detention of PINS youth will no longer be allowed and counties will bear the costs of all pre- and post-dispositional placement in foster care, net of any eligible federal dollars.

For a select number of counties whose data reflects a higher dependency on either, or both, detention or placement of PINS youth, OCFS is committed to offering technical assistance and support to help prepare for the coming changes prior to January, 2020. OCFS is offering Albany county a one-time additional allocation of $35,700 in Supervision and Treatment Services Juveniles Program (STSJP) for the program year of October 1, 2019-September 30, 2020. The existing 38% local match remains a requirement for this additional funding.

Albany proposes to utilize the one-time allocation to fund a pilot program to hire a per diem Peer Advocate trained in Mediation services to work in conjunction with a Parent Engagement Specialist (PES). The PES’s primary role is to support the adult and the Peer Advocate’s primary role would be to support the youth. Oftentimes, communication breakdown is a root cause contributing to youth leaving home and caretaker’s subsequently filing a PINS-Runaway. The goal would be to have the PES and Peer Advocate work in partnership to facilitate communication between the parent and youth. Recognizing that when we’re at this point, both the parent and youth are often entrenched in their respective positions and are resistant to finding a middle ground. As such, there is a need to have persons who are skilled in mediation resolution to help facilitate re-opening the lines of communication between the parent and youth to identify viable resolutions. Utilizing the research component of the STSJP funding, Albany would track the youth outcomes from the pilot year to the existing juvenile justice data analysis work to compare what impact the addition of this program had on the number of PINS-runaway complaints and petitions that are successfully diverted versus previous years.

In Albany County, PINS-Runaways are a driving factor in the number of PINS youth placed. Albany believes this a proactive strategy to address this concerns and be responsive to the impending changes in PINS legislation as of 1-1-20.
Dear County Executive,

This letter is an update on the changes to the Supervision and Treatment Services for Juveniles Program (STSJP) for the upcoming program year, October 1, 2019-September 30, 2020. It provides information on obtaining STSJP funding, maximum STSJP allocations for each municipality, detention allocations, and instructions for requesting to roll over funds from the current program year.

I. Background

STSJP funds are used to provide local services intended to divert the following types of youth from placement in detention or residential care:

- Youth who are at risk of becoming, alleged to be, or adjudicated as Juvenile Delinquents (JDs), both non-Raise the Age (RTA) JDs and RTA JDs
- Youth who are at risk of becoming, alleged to be, or adjudicated as Persons in Need of Supervision (PINS)
- Youth who are alleged to be or convicted as Juvenile Offenders (JOs), Adolescent Offenders (AOs) or Youthful Offenders (YOs)

As set forth in Section 529-b of the New York Executive Law, any municipality wishing to provide services or expenditures with STSJP funds must first submit an annual STSJP plan to the New York State Office of Children and Family Services (OCFS) for approval. Upon that approval, the municipality will receive up to 62 percent state reimbursement of the cost of the approved services and expenditures, up to the municipality’s allocation cap, which is set through an allocation methodology determined by OCFS. A municipality that wishes to provide additional STSJP services may also choose to shift part of its detention allocation to be used for STSJP.

II. What’s New This Year

A. PINS Reform

Part K of Chapter 56 of the Laws of 2019 (S1506-C/A2006-C) bill for Education, Labor and Family Assistance (ELFA) (L. 2019, ch. 56, Part K) amended Executive Law § 529-b, effective January 1, 2020, to allow STSJP programming eligibility for youth at risk of becoming PINS. This is an expansion from youth who previously had to have been alleged to be or adjudicated as PINS.

As of January 1, 2020, youth alleged or adjudicated to be PINS will no longer be admissible to any detention facility. Youth alleged or adjudicated to be PINS may be placed in foster care. However, there will be no state reimbursement for costs associated with foster care placement for PINS youth placed on or after January 1, 2020.

STSJP programming is expanded to include Family Support Services Programs (FSSP) within the STSJP continuum of services. FSSP will be added to the list of program types for the 2019-2020 STSJP plan. Municipalities may choose to utilize STSJP money to fund FSSP, and may do so collectively for a regional response.
B. Raise the Age Legislation

As a reminder, on October 1, 2019, RTA will phase in youth who were 17 at the time they were alleged to have committed an offense as JDs or AOs. In response to RTA, STSJP programming eligibility was expanded to the following categories of youth in New York State:

- Alleged or convicted AOs
- Alleged or convicted YOs

OCFS encourages municipalities to consider the expansion of these target populations and its impact on current programming.

As with other expenditures attendant to RTA, local governments looking to create new or expand existing STSJP programs to serve RTA youth must include any new anticipated STSJP costs in the municipality’s RTA plan, and denote such as STSJP-RTA. Such requests will be reviewed in the context of the entirety of the municipality’s plan and on a case-by-case basis to determine if they are eligible for 100 percent state reimbursement.

NOTE: We are using STSJP-RTA as a distinction from current or typical STSJP funds as the STSJP-RTA will not be claimed against a county’s base STSJP allocation.

C. Data Collection

OCFS has refined the data collection forms and requirements. STSJP-RTA allocations and expenditures have been broken out and tracked separately for PY 2018-2019. This will continue into program year 2019-2020. Additionally, OCFS is including sexual orientation, gender identity and expression (SOGIE) data points for PY 2019-2020. Further guidance on this will be forthcoming.

III. Summary of the STSJP Process for Program Year 2019-2020

A. Period of Performance

The STSJP program year for 2019-2020 is October 1, 2019, to September 30, 2020.

B. Detention Shift

Municipalities may continue to shift funding from their 2019 detention allocations to enhance their STSJP funds at any time in the program year. Any detention funding shifted to STSJP may be reimbursed at the 62 percent state reimbursement rate for eligible STSJP services or expenditures. If a municipality shifts detention funding to enhance its STSJP allocation after the 2019-2020 plan has been approved, a written request on letterhead must be submitted requesting approval to shift the funds with an explanation of what the additional funding will cover. The municipality must also amend its approved plan to include the enhanced funding amount. The plan must detail how those funds will be used by the municipality. Please note, all requests to shift detention allocation to STSJP allocation for PY 2019-2020 must be submitted to the STSJP mailbox by June 30, 2020.

C. STSJP Plan - Continuum of Service Domains

STSJP programs fall within a domain that aligns with a key decision point in the youth justice system. This continuum is an outcome-based approach to providing services to youth and families. When developing STSJP plans, municipalities should consider programs that best meet the needs of the youth and families involved in their youth justice system, and target any areas where there are racial, ethnic, economic, and/or gender disparities. Please consult the detention and placement data provided by OCFS in this announcement and the county profile data available on the New York State Division of Criminal Justice Services website to aid STSJP plan development. Below is a summary of the six
domains. (Please note that FSSP has been added as an additional domain on the youth justice continuum.)

- **Family Support Services (FSS):** Programs that seek to provide prevention and intervention services to families and youth who are at risk of becoming PINS. Please note that programs that focus solely on addressing truancy will not be considered a part of the STSJP youth justice continuum. Examples: family mediation services and respite care.

- **Prevention (P):** Programs that serve youth with no juvenile justice involvement but have characteristics that place them at risk for juvenile justice contact. These programs utilize prosocial activities that engage at-risk youth to lower the risk of involvement in juvenile delinquency. Examples: Boys and Girls Club, YMCA/YWCA, and mentoring or other youth development activities.

- **Early Intervention (EI):** Programs that utilize prosocial activities in a targeted strategy to engage youth at risk of becoming, or alleged to be, a JD or PINS, to prevent further involvement in the youth justice system. A youth who is on JD Intake or PINS Diversion would be a good candidate for this service type.

- **Alternatives to Detention (ATD):** Programs that are intended to reduce the reliance on secure and non-secure detention for youth charged as JDs, JOs, and AOs who would otherwise be in detention if not for this program. They are predispositional programs that increase supervision in the community to help ensure that youth return to court and remain crime free until the disposition of their case. The program service period is limited to the court case processing time frames. Examples: specialized community supervision, temporary respite care, calling services to remind youth to return to court, and electronic monitoring programs.

- **Alternatives to Placement (ATP):** Programs that serve adjudicated youth who would otherwise be placed in a residential facility, but for programs that can maintain youth safely in the community. These can be used for youth adjudicated as PINS, JDs, and JOs. These programs target and address known criminogenic risk and identified needs. Examples: evidence-based cognitive behavioral interventions, prosocial activities that target youth with leisure time/peer group concerns, navigators/credible messengers/mentors, and substance abuse supports.

- **Aftercare/Reentry Programming:** Programs that support youth’s reentry and reintegration back into the community once released from residential placement, and programs that reduce length of stay in residential placement. Examples: vocational or educational support programs, prosocial activities for positive leisure time/building alternative choices, mentors/credible messengers/navigators, housing supports, and obtaining legal ID.

IV. 2019–2020 State Budget Allocation for STSJP

The 2019-20 allocation for STSJP is $8,376,000. **Attachment A** provides a list of each county’s STSJP allocation for this program year.

The detention allocation remains at $76,160,000. The detention allocation list is attached to this letter as **Attachment B**.

These lists will also be posted on the OCFS website at: [http://ocfs.ny.gov/main/ij_reform/](http://ocfs.ny.gov/main/ij_reform/).

V. Waiver Application for Rollover of Unused STSJP PY 2018-19 Funds to PY 2019-2020

Municipalities that have not spent and do not plan to spend their full 2018–2019 STSJP allocation will be able to apply to OCFS to roll over any portion of the unspent amount. **Please note, municipalities cannot roll over money that was previously rolled over.** The requested funds would be available for use in the 2019-2020 plan year only. Rollover waivers will only be approved for those municipalities that have claimed through the third quarter for PY 2018-2019 and can confirm their fourth quarter projected claims.
Municipalities must complete and submit the Request for a Rollover Waiver for 2019–2020 STSJP Program Year, see Attachment C, via email to stsjp@ocfs.ny.gov on or before August 7, 2019. Please use the words STSJP Request for Request for Rollover to 2019–2020 – (Name of Municipality) in the “Subject” field.

VI. Submitting the STSJP Plan for Program Year October 1, 2019–September 30, 2020

Below are the instructions for completing the STSJP plan for the upcoming program year:

A. General Requirements

A municipality that wishes to use its STSJP allocation to provide programs and services to prevent the detention and placement of youth must submit an STSJP annual plan for OCFS approval. The chief executive officer of a municipality that wishes to participate in STSJP must designate a lead agency for the purposes of planning and administering services provided under the program.

Executive Law section 529-b requires that participating municipalities engage in a collaborative effort to support the successful planning and administration of STSJP-funded programs. The STSJP plan must be developed in collaboration with the local social services districts, departments of probation, youth bureaus, local law enforcement, as well as with courts, service providers, schools, and youth development programs.

B. Developing and Submitting the STSJP Annual Plan for Program Year 2019–2020

Information about STSJP and the application process can be found on the OCFS website at: http://ocfs.ny.gov/main/ij_reform/. There you will find guidelines and instructions for completing STSJP annual plans. The OCFS-2121 form is enclosed with this letter, see Attachment D.

Once your municipality has determined its PY 2019-2020 spending plan, including any rollover funds, if known, from PY 2018-2019, your municipality’s STSJP lead, or the lead’s representative, can begin to enter the appropriate information into the OCFS-2121 form.

Annual plans for the 2019–2020 STSJP program year must be submitted on or before August 19, 2019. Municipalities must submit STSJP plans to the STSJP mailbox at stsjp@ocfs.ny.gov, using the phrase STSJP 2019-2020 Annual Plan – Municipality Name in the “Subject” line. If the plan is not approved by OCFS, the municipality will have an opportunity to amend it. OCFS will notify the municipality when the plan is approved and will post the plan on the OCFS website.

VII. STSJP Plan Submissions and Raise the Age

The 2019-2020 STSJP plan includes a separate section for STSJP-RTA programming. As with all other expenditures attendant to RTA, any new anticipated STSJP-RTA costs must be approved in the municipality’s RTA plan as STSJP services. Failure to do so will lead to non-approval by OCFS of the additional RTA services.

VIII. Contacts

All questions related to STSJP (technical issues, program requirements, waivers, rollovers and transition extensions) must be sent via email to the STSJP mailbox at stsjp@ocfs.ny.gov. STSJP leads may also contact Geneva Hilliard at (518) 486-1819 or Lynn Tubbs at (518) 473-9116, to request technical assistance.
OCFS looks forward to your municipality's participation in STSJP this year, and we stand ready to assist you in your efforts.

Sincerely,

C-

Nina Aledort, PhD
Deputy Commissioner
Division of Youth Development and Partnerships for Success
Office of Children and Family Services

cc: Derek Holtzclaw, OCFS Deputy Commissioner for Administration
    Lynn Tubbs, Director of Cross Systems Supports, YDAPS
    OCFS Child Welfare and Community Services Regional Office Directors
    County STSJP Leads
October 9, 2019

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

Dear Chairman Joyce,

The Department of Mental Health requests permission to enter into a one year contract with Psychiatric Group of Albany (PGA) for the provision of psychiatrist and nurse practitioner mental health services to patients being served at the Albany County Department of Mental Health, ACT Team and the Albany County Correctional Facility. Contract is not to exceed $1,925,000.00 annually.

Feel free to contact me or Kelle Roberts if you have any questions concerning this request.

Sincerely,

Stephen Giordano, Ph.D.
Director

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

Description (e.g., Contract Authorization for Information Services): Contract Authorization for PGA (Psychiatric Group of Albany)

Date: October 9, 2019
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations Analyst
Phone: 518-447-3014
Department Rep. Attend Meeting: Stephen Giordano, Ph.D. Director

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

Party (Name/address):
Psychiatric Group of Albany (PGA) Hilton Road, Slingerlands NY 12159

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

Amount/Raise Schedule/Fee: $1,925,000.00
Scope of Services:
For the provision of psychiatric services to patients served by Albany
County Department Mental Health

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☒ No ☐
Justification: (state briefly why legislative action is requested)
The Albany County Department of Mental Health currently has a contract with the Psychiatric Group of Albany (PGA) for the provision of psychiatric services delivered by Psychiatrists and Psychiatric Nurse Practitioners. The current contract is set to expire on December 31, 2019. At this time we are proposing to enter into a new one year agreement with the PGA to continue to provide psychiatric services to patients served by the Mental Health Department in our Clinics, Jail by our ACT Team until December 31, 2020. The total amount of the contract will be $1,925,000.

The PGA is managed by Thomas Qualtere MD. Dr. Qualtere has been providing services to the Albany County Department of Mental Health for 26 years. The advantage of this arrangement is that there has been a high quality of psychiatric care and stability of services to our patients. Dr. Qualtere provides clinical management of the entire PGA psychiatric team and coordinates time off for his staff allowing for sufficient coverage for our patient's needs.
October 25, 2019

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

Dear Chairman Joyce,

The Department of Mental Health requests permission to enter into a contract with CDPHP (Capital District Physicians’ Health Plan). CDPHP proposes to partner with ACDMH (Albany County Department of Mental Health) to reduce unnecessary psychiatric emergency department admissions and use of inpatient psychiatric hospitalizations along with the associated costs by offering CDPHP members more intensive services and a higher level of care (other than standard outpatient clinic treatment). One ACDMH social worker will be dedicated to working with CDPHP members in hopes of avoiding costly psychiatric emergency department admissions. CDPHP will reimburse ACDMH for personnel costs associated with the program. The CDPHP/ACDMH partnership will satisfy the NYS proposition (soon to be mandated) of Value Based System of Care and Reimbursement. VBP (Value Based Payments) rewards partnerships between Health Care entities that work together to reduce psychiatric emergency department admissions and hospital stays.

Feel free to contact me or Kelle Roberts if you have any questions concerning this request.

Sincerely,

[Signature]

Stephen Giordano, Ph.D.
Director

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

Description (e.g., Contract Authorization for Information Services):
Request to enter into a contract with Capital District Physicians’ Health Plan

Date: October 25, 2019
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations Analyst
Phone: 518-447-3014
Department Rep.:
Attending Meeting: Stephen Giordano, Ph.D.

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
File #: TMP-1257, Version: 1

☐ Revenue

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

CONCERNING CONTRACT AUTHORIZATIONS

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

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) CDPHP (Capital District Physicians’ Health Plan) to partner with Albany County Department of Mental Health’s Clinic Plus program to reduce unnecessary psychiatric emergency department admissions and use of inpatient psychiatric hospitalizations along with the associated costs.

Contract Terms/Conditions:

Party (Name/address):
Capital District Physicians’ Health Plan 500 patroon Creek Blvd. Albany, NY 12206-1057

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

Amount/Raise Schedule/Fee: $300,000
Scope of Services: ACDMH to offer Clinic Plus Program services to CDPHP membership.

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐
County Budget Accounts:
Revenue Account and Line: AA14310.1625
Revenue Amount: $300,000

Appropriation Account and Line: AA310.44248-$100,000, AA310.12205 024-$56,935, AA310.12201 001-$55,655.25, AA4310.44038-$6000, AA4310.44046-$22,862.82, AA4310.89010-$18,149.55, AA4310.89030 - $9,367.51, AA4310.89060 $31,029.87
Appropriation Amount: $300,000

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100% Funded by CDPHP (Capital District Physicians’ Health Plan)
Local: 

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

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

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

Justification: (state briefly why legislative action is requested)
CDPHP (Capital District Physicians’ Health Plan) proposes to partner with ACDMH (Albany County Department of Mental Health) to reduce unnecessary psychiatric emergency department admissions and use of inpatient psychiatric hospitalizations along with the associated costs by offering CDPHP members more intensive services and a higher level of care (other than standard outpatient clinic treatment). The program will serve targeted, high need patients that have difficulty linking with traditional care. One ACDMH social worker will be dedicated to working with CDPHP members in hopes of avoiding costly psychiatric emergency department admissions. CDPHP will reimburse ACDMH for personnel costs and psychiatry time associated with the program. The CDPHP/ACDMH partnership will satisfy the NYS proposition (soon to be mandated) of Value Based System of Care and Reimbursement. VBP (Value Based Payments) rewards partnerships between Health Care entities that work together to reduce psychiatric emergency department admissions and hospital stays.
October 01, 2019

Cindy Hoffman, LCSW-R
Associate Director of Clinical Operations
Albany County Department of Mental Health
175 Green Street
Albany, NY 12202

Dear Provider:

When we met on August 14, 2019, CDPHP noted its desire to expand the current contractual relationship with Albany County Department of Mental Health to include the Clinic Plus program as an offering for our CDPHP members. During the meeting, you provided an outline of the readmission avoidance intervention program for high needs behavioral health members

As we are always looking for programs that create quality, efficiency, and cost savings and also engender member satisfaction, CDPHP proposes we continue contractual discussions to provide support for the program. Of course, this commitment and the ultimate agreement will be dependent upon the continued success of the program.

We value our current partnership with Albany County Department of Mental Health and believe this commitment is an important one to sustain for the health of our community.

We applaud you for the success of your innovative behavioral health program and look forward to continuing our relationship with Albany County Department of Mental Health for the benefit of our members in the Capital Region.

Sincerely,

Denise Corcoran
Senior Vice President, Healthcare Network Strategy
Capital District Physicians’ Health Plan

19-12486
October 25, 2019

Honorable Andrew Joyce, Chairman
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 requested authorizing the Albany County Sheriff’s Office to enter into an agreement with Galls, LLC for the purchase of uniforms for our Law Enforcement and Corrections Divisions. This has a yearly estimated cost of $150,000.00. This would be the first year of a three year contract.

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

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

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

STATE THE FOLLOWING:

CONTRACT TERMS/CONDITIONS:

PARTY (NAME/ADDRESS):

GALLS, LLC
ATT: JUSTIN ROWE
1340 RUSSELL CAVE ROAD
LEXINGTON, KY 40505

AMOUNT/RATE SCHEDULE/FEE:
APPROX. $150,000 PER YEAR FOR 3 YEARS

TERM:
12/16/2019 - 12/15/2022

SCOPE OF SERVICES:
GALLS WILL PROVIDE UNIFORMS FOR THE SHERIFF'S DEPT. AND THE CORRECTIONAL FACILITY

CONTRACT FUNDING:

ANTICIPATED IN CURRENT BUDGET: YES X NO

COUNTY BUDGET ACCOUNTS:

REVENUE:

APPROPRIATION:
A93110.44201 (Uniforms and Clothing)
A93150.44201 (Uniforms and Clothing)

BOND (RES. NO. & DATE OF ADOPTION)

CONCERNING ALL REQUESTS:

MANDATED PROGRAM/SERVICE:

IF MANDATED CITE: AUTHORITY

ANTICIPATED IN CURRENT ADOPTED BUDGET:

IF YES, INDICATE REVENUE APPROPRIATION ACCOUNTS:
A93110.44201 (Uniforms and Clothing)

FISCAL IMPACT - FUNDING: (Dollars or Percentages)

FEDERAL

STATE

COUNTY 100%

TERM/LENGTH OF FUNDING

PREVIOUS REQUESTS FOR IDENTICAL OR SIMILAR ACTION:

RESOLUTION/LAW NUMBER:
343 OF 2016

DATE OF ADOPTION:
8/8/2016

JUSTIFICATION: (STATE BRIEFLY WHY LEGISLATIVE ACTION IS REQUESTED)
The uniforms contract was put out to bid and Galls was the sole bidder.

Request for Bid # 2019-097
The details for the bid were based on previous commodity history and do not necessarily reflect anticipated usage. Also, there are a number of new items where no commodity history was available and a placeholder number was used to secure a bid.

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

SUBMITTED BY: CRAIG D APPLE SR
TITLE: SHERIFF
MEMORANDUM

TO: Hon. Craig D. Apple  
Sheriff’s Office

FROM: Karen Storm  
Purchasing Agent

DATE: October 23, 2019

RE: RFB#2019-097, Sheriff andCorrectional Uniform

I am in receipt of your recommendation to award the aforementioned Request for Bids to Galls LLC.

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

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful bidder.
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<th>Section A</th>
<th>Item Description</th>
<th>Mfg Item #</th>
<th>Est. Usage Sheriff</th>
<th>Est. Usage Correctional</th>
<th>Est. Usage Saratoga County</th>
<th>Estimated Usage</th>
<th>Item# and Manufacturer being bid</th>
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**OUTERWEAR**

| 49      | 48027BK Winter Jacket                                | 5.11 #48027 | 29                | 29                      | 5.11 #48027              |                |                                | $200.00    | $5,800.00  |
| 50      | YLK/B DRY 733 Reversible Rain Jacket W/O Hood Snaps | B Dry 733   | 25                | 20                      | 45                       | Bdry #733       |                                | $150.00    | $3,750.00  |
| 51      | 48153 5.11 Valiant S/S Jacket                        | 5.11 #48153 | 1                 | 1                       | 5.11 #48153              |                |                                | $240.00    | $240.00    |
| 52      | 73160 Flying Cross Rev. Jacket                       | Flying Cross #73160 | 1             | 1                       | Flying Cross #73160      |                |                                | $161.00    | $161.00    |
| 53      | BLK/210 Anchor Uniform Blouse Coat                   | Anchor #210 | 20                | 20                      | Anchor #210              |                |                                | $235.00    | -           |
| 54      | Packable Jacket                                      | 5.11 Tactical #48035 | 68          | 68                      | 5.11 #48035              |                |                                | $28.00     | $1,904.00  |
| 55      | Tactical Big Horn Jacket                             | 5.11 Tactical #48026 | 43         | 43                      | 5.11 #48026              |                |                                | $67.00     | $2,881.00  |
| 56      | Bib Apron No Pockets                                | Red kap #1430BK | 24       | 24                      | Redkap #1430BK           |                |                                | $6.00      | $144.00    |
| 57      | Layer Tech Soft Shell Jacket                         | Flying Cross #54100 | 43      | 43                      | Flying Cross #54100      |                |                                | $91.00     | -           |
| 58      | Vertex Integrity Waterproof Shell                    | Vertex #VTX8800 | 33           | 33                      | Vertex #VTX8800          |                |                                | $189.00    | -           |
| 59      | Pro Series Safety Vest                               | Flying Cross #71500 | 75           | 75                      | Flying Cross #71500      |                |                                | $48.75     | -           |
| 60      | Raincoat long                                       | Blauer 733   | 10                | 10                      | Blauer #7333             |                |                                | $145.00    | -           |

**HEADWEAR**

<p>| 61      | 122 Stretch Fitted BB Hat                           | Blauer 182   | 1                 | 1                       | Blauer #182              |                |                                | $9.00      | -           |
| 62      | 188 B Cool Performance BB Hat                       | Blauer 188   | 1                 | 1                       | Blauer #188              |                |                                | $11.00     | -           |
| 63      | HWO16/125X Blauer Watch Cap                          | Blauer 125XCR | 12            | 12                      | Blauer #125XCR           |                |                                | $26.00     | -           |
| 64      | BLK/F38BK Felt Stetson                               | Stetson #F38 | 18           | 18                      | Stetson #F38             |                |                                | $90.00     | $1,620.00  |
| 65      | Headstraps for Stratton Hat                         | Stratton     | 37                | 37                      | Stratton                 |                |                                | $10.00     | -           |
| 66      | HA135 BLK/D STRAP                                   | Stratton     | 1                 | 1                       | Stratton                 |                |                                | $7.00      | -           |
| 67      | Elbeco Ballcap                                      | Tek 3 Cap    | 200               | 200                     | Tek/3 Elbeco             |                |                                | $10.00     | $2,000.00  |
| 68      | Knit Skull Cap                                      | Blauer 160   | 100               | 100                     | Blauer #160              |                |                                | $22.00     | $2,200.00  |
| 69      | Wool Cap Flex Fit                                   | Blauer 160   | 45                | 45                      | Gala #HWS47              |                |                                | $9.00      | -           |</p>
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<td>Est. Usage Correctional</td>
<td>Saratoga County</td>
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<td>Item# and Manufacturer being bid</td>
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**FOOTWEAR**

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<th>Est. Usage Sheriff</th>
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<th>Saratoga County</th>
<th>Estimated Usage</th>
<th>Item# and Manufacturer being bid</th>
<th>Unit Price</th>
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**Misc Items**

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<th>Est. Usage Correctional</th>
<th>Saratoga County</th>
<th>Estimated Usage</th>
<th>Item# and Manufacturer being bid</th>
<th>Unit Price</th>
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**Embroidery (Both Collars)**

- Collar Embroidery: $8.00
- 2Line monogram: $6.00

**Discount from Vendor Catalog**

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<th>Discount</th>
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<td><strong>Discount from Vendor Catalog</strong></td>
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<td>Mfg. Price list discount on Smith &amp; Warren</td>
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<td>Item Description</td>
<td>Mfg Item #</td>
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<td>Mfg. Price List Discount on Blackinton</td>
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