AGENDA

AUDIT AND FINANCE COMMITTEE

MAY 29, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

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

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

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


CURRENT BUSINESS:

5. RESOLUTION NO. 204: AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 171 TROY SCHENECTADY ROAD (TAX MAP NO. 32.1-2-5.2) IN THE TOWN OF COLONIE
6. RESOLUTION NO. 210: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO ESTABLISH ENVIRONMENTALLY FRIENDLIER WASTE MANAGEMENT PRACTICES

7. RESOLUTION NO. 211: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE RECREATIONAL OPPORTUNITIES FOR CHILDREN

8. RESOLUTION NO. 212: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE LEARNING OPPORTUNITIES FOR DISABLED CHILDREN


10. RESOLUTION NO. 214: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO REDUCE RECIDIVISM BY SUPPORTING JAIL TRANSITION PROGRAM

11. RESOLUTION NO. 215: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO MAKE THE ALBANY COUNTY RAIL TRAIL SAFER

12. RESOLUTION NO. 217: AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES


14. RESOLUTION NO. 221: AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO KEEP ALBANY COUNTY SENIORS ON THE MOVE

15. AUTHORIZATION TO SUBMIT A GRANT APPLICATION AND ENTER INTO AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE CRIMES AGAINST REVENUE PROGRAM

16. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING THE GUN INVOLVED
VIOLENCE ELIMINATIONS INITIATIVE AND AMENDING THE 2019 DISTRICT ATTORNEY’S OFFICE BUDGET

17. AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DIVISION OF CRIMINAL JUSTICE SERVICES REGARDING A SALARY INCREASE FOR THE DISTRICT ATTORNEY AND AMENDING THE 2019 DISTRICT ATTORNEY’S OFFICE BUDGET

18. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE NEW YORK STATE DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES REGARDING THE STATE HOMELAND SECURITY AND LAW ENFORCEMENT TERRORISM PREVENTION PROGRAMS

19. AUTHORIZING THE ACCEPTANCE OF NEW YORK STATE DEPARTMENT OF TRANSPORTATION MULTI-MODAL GRANT FUNDING REGARDING TRAFFIC CONTROL IMPROVEMENTS ON ALBANY SHAKER ROAD AND AMENDING THE 2019 ALBANY COUNTY BUDGET

20. AMENDING THE 2019 ALBANY COUNTY BUDGET: SALARY ADJUSTMENTS

21. AUTHORIZING THE EXECUTION OF AN OPTION AGREEMENT WITH ST. CATHERINE’S CENTER FOR CHILDREN AND THE CONVEYANCE OF REAL PROPERTY LOCATED AT 543 NORTH PEARL STREET (TAX MAP NO. 65.44-1-4) IN THE CITY OF ALBANY

22. AUTHORIZING AN AGREEMENT WITH THE ALBANY COUNTY LAND BANK CORPORATION REGARDING E-PROPERTY SOFTWARE

23. AUTHORIZING THE TRANSFER OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION

24. RESENDING THE TRANSFER OF REAL PROPERTY PURSUANT TO RESOLUTION NO. 271 FOR 2018 AND AUTHORIZING THE CONVEYANCE OF 182 BREVATOR STREET (TAX MAP NO. 53.82-1-9) IN THE CITY OF ALBANY

25. AUTHORIZING A CORRECTION TO THE TAX ROLLS FOR THE CITY OF ALBANY

26. AUTHORIZING THE REFUND OF REAL PROPERTY TAXES IN THE CITY OF ALBANY
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Audit and Finance Committee of the Albany County Legislature met on April 24, 2019. Chairman Dawson, Messrs. Clay, Higgins, O’Brien, R. Joyce, Ms. Willingham, Messrs. Burgdorf and Grimm were present. Mr. Mendick was excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. **Resolution No. 232**: Requiring Equality of Funding Regarding the Albany County Legislative Grants Award Program: After a brief discussion, Mr. Higgins made a motion that the proposal be moved forward for legislative action without recommendation. That motion was defeated by a vote of 7-1 with Mr. Clay voting in favor. Subsequently, Mr. R. Joyce made a motion to move the proposal forward for legislative action with a negative recommendation. The motion passed unanimously.

2. **Resolution No. 280**: Authorizing Albany County’s Participation in the Sales Tax Free Week for 2018 On Items of Clothing and Shoes Costing Less Than $110: Tabled at the request of the Sponsor.

3. **Resolution No. 337**: Update and Create an Albany County Master Waterfront Plan to Promote Travel, Tourism, Recreation and Waterfront Development on the Hudson and Mohawk Rivers in Albany County: Withdrawn by the Sponsor.


7. **Resolution No. 118**: Amending the 2019 Albany County Budget: Contingent Account Adjustments: Withdrawn by the Sponsor.

9. Approving the Department of Residential Health Care Facilities Collective Bargaining Agreement with 1199 SEIU – Service and Maintenance Unit and amending the 2019 Department of Residential Health Care Facilities Budget: The Executive Director of the Department of Residential Health Care Facilities appeared before the Committee. The Executive Director explained that the County of Albany and the Albany County Nursing Home Service and Maintenance Unit of 1199 SEIU United Healthcare Workers East have negotiated a contract for those employees of the Residential Health Care Facility represented by the union and the terms and conditions of employment have been agreed upon for the period January 1, 2019 through December 31, 2023. The Executive Director further explained that under the terms of the agreement, employees of the bargaining unit, except employees in the Title of Certified Nursing Assistant, will receive a 2% salary increase for 2019 retroactive to January 1, 2019, a 2% salary increase for 2020, a 2% salary increase for 2021, a 2% salary increase for 2022, and a 2% salary increase for 2023. The Executive Director indicated that under the terms of the agreement, employees in the Title of Certified Nursing Assistant in the bargaining unit will receive a salary increase pursuant to the terms of the Memorandum of Understanding for 2019 and 2020 retroactive to January 1, 2019, a 2% salary increase for 2020, a 2% salary increase for 2021, a 2% salary increase for 2022, and a 2% salary increase for 2023. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

10. Approving the Department of Residential Health Care Facilities Collective Bargaining Agreement with 1199 SEIU – Registered Nurses Unit and amending the 2019 Department of Residential Health Care Facilities Budget: The Executive Director explained that the County of Albany and the Albany County Nursing Home RN Unit of 1199 SEIU United Healthcare Workers East have negotiated a contract for those employees of the Residential Health Care Facility represented by the union and the terms and conditions of employment have been agreed upon for the period January 1, 2019 through December 31, 2023. The Executive Director further explained that under the terms of the agreement, employees of the bargaining unit will receive a 2% salary increase for 2019 retroactive to January 1, 2019, a 2% salary increase for 2020, a 2% salary increase for 2021, a 2% salary increase for 2022, and a 2% salary increase for 2023. The Executive Director also indicated that under the terms of the agreement employees hired on or after January 1, 1989 and before January 1, 2019 shall contribute ten (10) percent of the plan premium for individual or family health insurance coverage, and employees hired after January 1, 2019 shall contribute fifteen (15) percent of the plan premium for individual or family health insurance coverage. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.
11. Amending Resolution No. 540 for 2018 regarding Residential Care Services and amending the 2019 Department of Mental Health Budget: The Director of the Albany County Department of Mental Health indicated that the New York State Office of Substance Abuse and Alcoholism Services recently notified the department that they were providing additional funding in the amount of $49,725 to Hospitality House, Inc. in order to hire a full-time kitchen manager and part-time maintenance staff for the facility. The Director requested that Resolution No. 540 for 2018 be amended to reflect the additional funding, and has further requested an amendment to the 2019 Department of Mental Health Budget to incorporate the funding. The Director indicated that the new fee corresponding to Hospitality House, Inc. is $927,667 rather than $877,942. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

12. Authorizing an agreement with Nationwide Court Services Inc. regarding Title Searches for Pending in Rem Delinquent Tax Foreclosure Actions: The Commissioner of the Department of Management and Budget has indicated that the County of Albany requires certain technical and professional services in order to properly conduct and administer various in rem delinquent property tax lien foreclosure proceedings which occur each year in the County. The Commissioner after a RFP process requested authorization to enter into an agreement with Nationwide Court Service, Inc. in order to provide said technical and professional services related to title searches on properties located in Albany County in an amount not to exceed $200,000 for the term commencing May 1, 2019 and ending April 30, 2022. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

13. Authorizing the Acceptance of Payment from the Albany County Land Bank Corporation regarding 2018 Sales of Property Pursuant to the Albany County Disposition Plan: The Commissioner of the Department of Management and Budget requested authorization to accept the County share of revenue generated by property sales conducted through the Albany County Land Bank for the year 2018 in the amount of $168,491. After a brief discussion, the committee voted 7 - 1 to move the proposal forward for legislative action with a favorable recommendation with Mr. Higgins opposed.

14. Authorizing the acceptance of a fee from the New York State Department of Transportation for a Temporary Easement and related acquisition fee regarding construction of Exit 4 in the Town of Colonie: The Commissioner of the Department of Management and Budget has requested authorization to accept payments from the NYS DOT in the amount not to exceed $35,750 for a Temporary Easement and Fee Acquisition from the State of New York regarding the Exit 4 improvement project in the Town of Colonie. The Commissioner indicated that the NYS DOT will submit a payment in the amount of $1,750 for a Temporary Easement which was previously granted to the State of New York by the County of Albany in relation to the project and
$34,000 in connection with the Acquisition Fee related to its acquisition of an approximately 9300 sq. ft. right-of-way along Albany-Shaker Road which was required for the completion of the project. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

15. Rescinding the Conveyance of Various Parcels of Real Property in the City of Albany and the Town of Rensselaerville to the Albany County Land Bank and authorizing the conveyance of said parcels to Albany County Land Bank Holdings, LLC: After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

16. Authorizing the conveyance of Real Property in the Town of Colonie to Albany County Land Bank Holdings, LLC. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

17. Authorizing the conveyance of Real Property located at 2A Lincoln Avenue (Tax Map No. 44.1-1-7.2) and 201 Spring Street Road (Tax Map No. 44.1-1-7.1) in the Town of Colonie: The County Executive Office requested authorization to execute on behalf of the County any documents necessary to convey 2A Lincoln Avenue (Tax Map No. 44.1-1-7.2) and 201 Spring Street Road (Tax Map No. 44.1-1-7.1) in the Town of Colonie to Harmony Group Capital, LLC. It was indicated that Judgment is pending against the properties and Harmony Group Capital, LLC. expressed an interest in acquiring these properties for the amount of $336,000. It was further indicated that Harmony Group Capital, LLC. Plans to rehabilitate these properties and has agreed to incur any costs for environmental concerns it may have which meet the type of economic development indicated in the County Disposition Plan adopted per Resolution No. 29 for 2019. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

18. Authorizing a correction of the tax rolls for the City of Albany: The Legislature received 2 application from the Director of the Real Property Tax Service Agency for corrections of real property taxes in the City of Albany. The applications were investigated by the Director who recommends that the Tax Rolls involved be corrected. After a brief discussion, the committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

19. Discussion regarding the Fiscal Health of Albany County: Withdrawn by the Sponsor.
Respectfully Submitted,
THE AUDIT AND FINANCE COMMITTEE

CHARLES DAWSON, JR., Chairperson
WILLIAM CLAY
CHRISTOPHER HIGGINS
RAYMOND F. JOYCE
JOSEPH O’BRIEN

WANDA WILLINGHAM
PAUL BURGDORF
RICHARD MENDICK
MARK E. GRIMM
RESOLUTION NO. 280

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

Introduced: 6/11/18
By Messrs. Frainier, Feeney, A. Joyce, Mauriello, Beston, Bullock, Ms. Cunningham, Messrs. Domalewicz, Higgins, R. Joyce, Ms. Lekakis, Mr. Mayo, Ms. McKnight, Mr. O'Brien, Ms. Plotsky, Mr. Ward, Ms. Willingham, Messrs. Burgdorf, Crouse, Drake, Grimm and Ms. Lockart:

WHEREAS, Pursuant to New York State Tax Law Section 1115(a)(30) individual items of clothing and footwear costing less than $110 are exempted from the state's 4½% sales tax, and

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

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

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

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

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

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

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

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

Section 1. Title

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

Section 2. Legislative Intent

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

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

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

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

Section 3. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a. stop, arrest, detain, or continue to detain a person after that person becomes eligible for release from custody or is free to leave an encounter with an agency or agent;
b. permit ICE or CBP agents access to a person being detained by, or in the custody of, the agency or agent;
c. transfer any person into ICE or CBP custody;
d. permit ICE or CBP agents use of agency facilities, information (except as may be required under Section 10 of this local law), or equipment, including any agency electronic databases, for investigative interviews or other investigative purpose or for purposes of executing an immigration enforcement operation; or

e. expend time to respond to ICE or CBP inquiries or communicate with ICE or CBP regarding a person's custody status, release date, home address, work address, or other information, except as may be required under Section 10 of this local law.
Section 7. Certifications for victims of qualifying criminal activity

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

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

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

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

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

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

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

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

Section 8. Federal registry programs

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

Section 9. Commitments

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

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

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

Section 10. Information regarding citizenship or immigration status

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

Section 11. Severability

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

Section 12. Effective Date and Applicability

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

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

PUBLIC HEARING ON PROPOSED LOCAL LAW NO. “R” FOR 2018

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

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

*Referred to Law, Audit and Finance and Public Safety Committees – 8/13/18*
LOCAL LAW NO. “C” FOR 2019

A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING AND UPDATING LOCAL LAW NO. 2 FOR 2011 REQUIRING ITEM PRICING BY RETAIL STORES IN THE COUNTY OF ALBANY

Introduced: 3/11/19
By Messrs. Feeney, Ward and Ethier:

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

Local Law No. 2 for 2011 is amended to read as follows:

SECTION 1. Title.

This Law shall be known as the “Albany County Item Pricing Law.”

SECTION 2. Legislative Intent.

This Law recognizes that clear, accurate item pricing is a basic consumer right which is no longer protected under State Law. It is the purpose of this Law to ensure that consumer goods offered for sale in the County of Albany are clearly, accurately and adequately marked as to their selling price. The County Legislature does, at the same time, recognize the numerous efficiencies and economies available to the retail food industry through use of computer-assisted checkout systems (together with shelf tag labeling) as the primary method of pricing consumer goods. It is the intention of this Legislature to require that retail food stores place individual item prices on products that they sell and to require accuracy at the checkout registers. It is also the intention of this Legislature to provide for a waiver of the item pricing requirement for certain stores that demonstrate and maintain a very high degree of computer-assisted pricing accuracy and that provide certain consumer protections and services that enhance the ability of consumers to record and verify individual item prices.

SECTION 3. Definitions.

A. “Stock keeping unit” shall mean each group of items offered for sale of the same brand name, quantity of contents, retail price, and variety within the following categories:
1. food, including all material, solid, liquid or mixed, whether simple or compound, used or intended for consumption by human beings or domestic animals normally kept as household pets and all substances or ingredients to be added thereto for any purpose; and

2. napkins, facial tissues, toilet tissues, and any disposable wrapping or container for the storage, handling or serving of food; and

3. detergents, soaps, other cleansing agents, and cleaning implements; and

4. non-prescription drugs, feminine hygiene products and health and beauty aids.

B. “Stock keeping item” shall mean each individual item of a stock keeping unit offered for sale.

C. “Universal product coding” shall mean any system of coding which entails electronic pricing.

D. “Item price” shall mean the tag, stamp or mark affixed to a stock keeping item by an authorized person which sets forth, in clearly readable Arabic numerals, the selling price.

E. “Computer-assisted checkout system” shall mean any electronic device, computer system or machine which determines the selling price of a stock keeping item by interpreting its universal product code, or by use of its price look-up function.

F. “Price look-up function” shall mean the capability of any checkout system to determine the selling price of a stock keeping item by way of the manual entry into the system of a code number assigned to that particular unit by the retail store or by way of the checkout operator’s consultation of a file maintained at the point of sale.

G. “Person” shall mean an individual, firm, partnership, association, or corporation

H.[G]. “Inspector” shall mean the authorized government official or his agents or employees having jurisdiction to enforce the provisions of this Local Law.

I.[H]. “Retail store” shall mean a store selling stock keeping units at retail including, but not limited to, grocery retailers, pharmacies and
department stores. A store which is not open to the general public but is reserved for use by its members shall come within the provisions of this definition unless the members must pay a direct fee to the store to qualify for membership and the store is not required to collect sales tax on transactions with members. Pursuant to this section, a retail store shall not include any store which:

1. has as its only full-time employee the owner thereof, or the parent, or the spouse or child of the owner, or in addition thereto not more than two full-time employees; or

2. had annual gross sales in a previous calendar year of less than three million dollars, unless the retail store is part of a network of subsidiaries, affiliates or other member stores, under direct or indirect common control, which, as a group, had annual gross sales in the previous calendar year of three million dollars or more; or

3. engages primarily in the sale of food for consumption on the premises or in a specialty trade which the Director of Weights and Measures determines, by regulation, would be inappropriate for item pricing.

J. “Retail Area” shall mean the area designated in a retail store to display and sell products, provide customer service and check out. The retail area does not include the storage area, back rooms, stock area, maintenance areas, or other locations which are not intended to be accessible to consumers.

SECTION 4. Item Pricing Required.

A. Subject to the waiver provisions contained in Section 7 of this local law, every retail store, person, firm, partnership, corporation or association which sells, offers for sale or exposes for sale in a retail store a stock keeping unit that bears a Universal Product Code shall disclose to the consumer the price of each stock keeping item by individually marking each such item with the item price.

B. Certain items exempted. The following stock keeping items need not be item priced as provided in Subdivision A of this section provided that a shelf price and a price look-up function are maintained for such stock keeping items:

1. Snack foods such as cakes, gum, candies, chips and nuts offered for sale in single packages and weighing five ounces or less;
2. Stock keeping items which are under three cubic inches in size, and weigh less than three ounces, and are priced under one dollar;

3. Items sold through a vending machine;

4. Fresh milk, cream, half and half and other similarly packaged liquid dairy products and orange juice;

5. Fresh eggs;

6. Unpackaged fresh produce;

7. Food offered for sales in bulk;

8. Items offered for sale which are packaged in poly-plastic frozen food bags;

9. All sale items merchandised in segregated off-shelf displays for a period of up to 21 days provided the name of the product and the advertised or sale price is clearly and conspicuously posted on a sign at the point of display;

10. Individual jars of strained and junior size baby food;

11. Individual boxes of dry gelatin and pudding;

12. Ice cream and frozen yogurt; and

13. Stock keeping items within a multi-package that is properly item priced.

SECTION 5. Pricing Accuracy.

A. No retail store, person, firm, partnership, corporation or association shall charge a price for any exempt or non-exempt stock keeping item which exceeds the lower of any item price, shelf price, sale price or advertised price of such stock keeping item. In the event that the programmed computer price exceeds the lowest price a store is permitted to charge for a stock keeping unit, the store will be subject to a penalty as described in Section 6, Paragraph E.

B. In a store with a laser scanning or other computer assisted checkout system, the Inspector shall be permitted to compare the item, shelf, sale or
advertised price of any stock keeping item sold in the store with the programmed computer price.

SECTION 6. Enforcement.

A. Item Pricing Inspection Procedures. For the purpose of determining a store’s compliance with the requirements of Section 4, an inspection shall be conducted of a sample of no less than ten stock keeping units. However, in the event the Inspector has received a specific written complaint, no such minimum sample shall be required in the investigation of same.

B. Laser Scanner Accuracy Inspection Procedures. For any inspection under Section 5 or Section 7, the store representative shall afford the Inspector access to the test mode of the checkout system in use at that store or to a comparable function of said system and the retail price information contained in a price look-up function. All inspections conducted pursuant to this section shall consist of a random sample of not less than one hundred nor more than two hundred stock keeping units. In the event the Inspector has received a specific written complaint, the Inspector, may, in his discretion, conduct an inspection of only those items.

C. Stop Removal Order. An Inspector shall have the authority to issue a stop removal order with respect to any device, system, or stock keeping unit being used, handled or offered for sale in violation of Section 4 or 5. Any such order shall be in writing and directed that the device, system or stock keeping unit, as the case may be, shall be removed from use or sale pending correction.

D. Penalties for Item Pricing Violations. Any retail store which fails to mark any stock keeping item in violation of Section 4 shall be subject to the penalties of not less than five dollars and not more than fifty dollars per violation. For additional violations during a subsequent inspection in a twelve month period, the above penalties shall be doubled. In doubling penalties, an Inspector shall not be limited to the doubling of any specific fine previously issued. No penalties shall be imposed for a violation of Section 4 if more than ninety-five percent of all the stock keeping items inspected in each stock keeping unit at an individual point of sale contain clearly readable and correct item prices.

E. Penalties for Scanner Accuracy Violations. Upon a violation of the provisions of Section 5, a penalty in the amount of one hundred dollars per violation shall be imposed for the first two violations of the stock keeping items compared; two hundred dollars per violation for the next two violations; two hundred fifty dollars per violation for the next two violations; and three hundred fifty dollars for each additional violation. For additional violations
during a subsequent inspection in a twelve month period, the above penalties shall be tripled and suspension of a Section 7 waiver for one year.

SECTION 7. Waiver of Item Pricing Requirements Based Upon Pricing Accuracy; Consumer Protections.

A. Every retail store, person, firm, partnership, or corporation or association subject to this Local Law which would otherwise be required to item price as provided in Section 4 may make an application in writing to the Department of Weights and Measures for a waiver of the item pricing requirements as contained herein. The application shall be submitted to the Director of Weights and Measures for the County of Albany.

[A separate applications shall be required for each retail store, person, firm, partnership, or corporation subject to this Local Law.

B. Each application for a waiver of the item pricing requirements contained herein shall be subject to a non-refundable annual waiver fee based on the retail square footage of the retail area of each store as set forth according to the following schedule:

<table>
<thead>
<tr>
<th>Retail Area</th>
<th>Waiver Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 3,000 sq. feet</td>
<td>$500.00</td>
</tr>
<tr>
<td>3,000 to 10,000 sq. ft</td>
<td>$750.00</td>
</tr>
<tr>
<td>10,000 to 30,000 sq. ft</td>
<td>$1,500.00 [$1,000]</td>
</tr>
<tr>
<td>30,000 to 90,000 sq. ft</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>[30,000 to 90,000 sq. ft.</td>
<td>$1,500.00]</td>
</tr>
<tr>
<td>[More than 90,000 sq. ft.</td>
<td>$1,750.00]</td>
</tr>
</tbody>
</table>

[B. All written requests for an item pricing waiver shall include an annual waiver application fee in the amount of three thousand dollars made payable to the County.]

C. Waiver applications and the required fee submitted under this section must be received by the Department of Weights and Measures on or before May 1 of each year. New stores which did not previously hold waivers may apply after the May 1 deadline and the application and length of the waiver will be prorated accordingly.

D.[C]. Upon receipt of an application and fee as provided in subsections A and B of this section, the Director of Weights and Measures shall cause to be conducted two scanner accuracy inspections of the store for which the application has been submitted. These inspections shall be conducted on two
separate days, in a manner prescribed by the Director of the Department of Weights and Measures, and shall consist of comparing the shelf, sale or advertised price of any stock keeping unit with the computer-assisted checkout system price. At stores with a retail area in excess of 30,000 square feet a minimum of fifty (50) items shall be checked at each inspection. At stores with a retail area of less than 30,000 square feet a minimum of twenty-five (25) items shall be checked. In the event that any violations are detected, penalties shall be assessed as provided in Section 6, subsection E. If, considering both inspections together, the number of stock keeping units found to be in violation does not exceed two percent of all stock keeping units inspected, the Director of Weights and Measures shall grant to the applicant a revocable one year waiver from item pricing requirements provided that the applicant has paid all outstanding penalties imposed in connection with this Local Law. Any store with a current waiver shall not be subject to the item pricing provisions set forth in Section 4 herein.

E. A waiver from item pricing requirement contained herein shall be valid for a period of one year from the date of issuance. Stores must reapply annually for the renewal of a waiver at the rates established in Section 7(B) of this law. The waiver fee and two inspections shall be required for each annual renewal application, as required for an original waiver application.

F.[D]. In the event that total violations in excess of two percent are discovered in the inspections provided for in subsection D [C] herein, the Director of Weights and Measures shall not grant a waiver to the applicant. Such a store may reapply for a waiver by submitting another application with the required fee.

G.[E]. Any retail store that obtains an annual waiver from item pricing shall be required to:

1. Display easy-to-read and properly located shelf tags or signs on every stock keeping unit or group of stock keeping units of the same brand, size and price. Shelf tags shall contain all pricing information required by section 214-h of the New York State agriculture and markets law, as such law is amended from time to time.

2. Post a notice for the consumer, in a conspicuous location, of the granting of the item pricing waiver which shall indicate consumer rights with respect to the accurate pricing of items and price discrepancies.

3. Designate and make available price check scanners to enable consumers to confirm the price of the stock keeping item. These price check scanners shall be in locations that are centrally located in the
store and convenient to consumers, with signs of sufficient lettering to identify the scanners to consumers. The minimum number of price check scanners shall be dependent on the stores retail area as follows: [Designate and make available the number of price check scanners set forth in the following table to enable consumers to confirm the price of a stock keeping item]:

<table>
<thead>
<tr>
<th>Retail Area [Square footage of selling space]</th>
<th>Minimum # of Scanners Number of Scanners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 30,000</td>
<td>1</td>
</tr>
<tr>
<td>30,000 – 90,000</td>
<td>2[3]</td>
</tr>
<tr>
<td>Over 90,000</td>
<td>4[5]</td>
</tr>
</tbody>
</table>

Stores shall have the discretion to install price check scanners which are capable of printing an adhesive label containing the price of the stock keeping item. Stores which choose to have scanners, in an amount which complies with the requirements noted above, but which do not print adhesive labels shall be considered in compliance with the provisions of this local law for purposes of granting a waiver. [One such price check scanner shall be capable of printing an adhesive label containing the price of the stock keeping item. Price check scanners shall be placed in a location convenient to consumers with a sign of sufficient sized lettering identifying this unit to consumers.] Price check scanners may be used by the retail store to meet unanticipated customer checkout needs.

4. Assist county inspectors with store inspections. The retail store may make store personnel or hand-held price scanners available to a county inspector to assist with price accuracy inspections. Inspections of retail stores may be unannounced, provided however, that the inspector shall notify the store upon arrival.

A retail store failing to comply with any of the requirements of section 7 of this local law [this subsection E] shall be subject to a penalty in the amount of no more than three hundred dollars per violation.

H.[F]. An annual waiver from item pricing shall be valid until such time as a store falls below 98% accuracy on two consecutive pricing accuracy inspections. Failure to meet the scanning accuracy requirement or failure to pay the annual application fee shall subject the retail store to the item pricing requirements of this Local Law within ten days of the last inspection.
I. In the event that the Director of Weights and Measures is unable to conduct inspections pursuant to [subsection C] of this section within thirty days of receipt of a completed written waiver application, the Director of Weights and Measures shall grant a temporary waiver pending completion of the inspections. If, upon completion, the item pricing inspections detect a violation rate of two percent or less, the Director of Weights and Measures shall issue an annual waiver. If the inspections detect a violation rate in excess of two percent, the temporary waiver shall be immediately revoked and the item pricing provisions of this Local Law shall apply.

SECTION 8. Regulations

In addition to the powers and duties elsewhere prescribed in this local law, the Director of the Department of Weights and Measures shall have the power to adopt, amend or rescind, after a public hearing, such regulations that may be necessary to effectuate the purposes of this law with respect to item pricing and accuracy. At least seven days prior notice of such public hearing on proposed regulations shall be published in the official newspapers of the County of Albany. Any regulations adopted pursuant to this local law shall be filed in the Office of the Clerk of the Albany County Legislature.


The provisions of this Local Law and any Regulations promulgated hereunder shall be enforced by the Director of Weights and Measures for the County of Albany. The Director of Weights and Measures shall refer cases of unpaid penalties to the Albany County Attorney for appropriate legal action.

SECTION 10. Appointment of Review Committee.

Upon the expiration of the first six months of operation, the Chairman of the County Legislature shall appoint a three-member Review Committee to study this Law's strengths and weaknesses and make appropriate recommendations for amendments to the Finance Committee.

SECTION 11. Severability.

If any section of this Local Law, or the application thereof to any person or circumstance shall be adjudged invalid by a Court of competent jurisdiction, such order or judgment shall be confined in its operation to the controversy in which it was rendered and shall not affect or invalidate the remainder of any provision of any section or the application of any part thereof to any other person or circumstance and to this end the provisions of each section of this Law are hereby declared to be severable.
SECTION 12[1]. Effective Date.

This local law shall take effect immediately.

Referred to Law and Audit and Finance Committees - 3/11/19
RESOLUTION NO. 204

AUTHORIZING THE CONVEYANCE OF REAL PROPERTY LOCATED AT 171 TROY SCHENECTADY ROAD (TAX MAP NO. 32.1-2-5.2) IN THE TOWN OF COLONIE

Introduced: 5/13/19
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired through in rem foreclosure title to a parcel of real property at 171 Troy Schenectady Road (Tax Map No. 32.1-2-5.2) in the Town of Colonie, and

WHEREAS, ACLB Holdings, LLC., a subsidiary of the Albany County Land Bank Corporation has expressed an interest in acquiring this parcel of real property to carry out its mission to revitalize communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize neighborhoods, return properties to the tax rolls and provide pro-active tools to mitigate costs, spur investment and improve property values, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey 171 Troy Schenectady Road (Tax Map No. 32.1-2-5.2) in the Town of Colonie to ACLB Holdings, LLC., and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyance as to form and content, and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
April 8, 2019

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

Dear Chairman Joyce:

The Albany County Land Bank (ACLB) has created a subsidiary, ACLB Holdings, LLC. This subsidiary will enable the Land Bank to acquire property with environmental impediments (e.g., hazardous waste sites, prior gas stations).

Legislative authorization is requested in two parts, rescind the sale of seven parcels approved previously for transfer to the ACLB, and to allow one additional parcel along with these seven to be transferred to ACLB Holdings, LLC. Upon approval, these eight parcels will become the LLC’s initial portfolio which will allow the redeveloping of more challenging properties.

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

Sincerely Yours,

Shawn A. Theilen

cc:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel

203-204
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Authorization is requested to rescind the sale of 7 parcels to the Albany County Land Bank approved by prior ABL resolutions. Authorization is also requested to transfer these parcels to ACLB Holdings, LLC. Authorization is also requested to transfer 1 additional parcel to the ACLB Holdings, LLC - Town of Colonie - 171 Troy Schenectady Road Map No. 32.1-2-5.2

Click or tap here to enter text.

Date: 3/7/19
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 447-7040
Department Rep.: Anthony Di Lella
Attending Meeting: Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
CONCERNING CONTRACT AUTHORIZATIONS

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

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

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

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Resolution No. 521
Date of Adoption: 11/13/18

Justification: (state briefly why legislative action is requested)

The Land Bank Act (NYS law) authorizes land banks to form subsidiaries to help further their mission by allowing them to redevelop more challenging properties which may present an increased risk of liability. The Albany County Land Bank (ACLB) has created ACLB Holdings, LLC, this entity will enable the Land Bank to acquire property with environmental impediments (hazardous waste, prior gas stations etc.) which will help tremendously in furthering its mission of returning foreclosed properties to a productive use in Albany County.

Legislative authorization is requested to rescind the sale of 7 parcels approved previously for transfer to the ACLB (see attached list) and transfer these to ACLB Holdings, LLC. Authorization is also requested to transfer property located in the Town of Colonie, 171 Troy Schenectady Road Map No. 32.1-2-5.2 to ACLB Holdings, LLC.

ACLB Holdings, LLC. has requested transfer of these parcels to be part of their initial portfolio of properties.
April 9, 2019

Michael McLaughlin
Director of Policy and Research
Office of the Albany County Executive
112 State Street, Room 1200
Albany, NY 12207

Re: Legislative authorization to transfer real property from Albany County to ACLB Holdings, LLC

Dear Mr. McLaughlin,

Pursuant to Section 1607 of the New York State Not-for-Profit Law, New York State Land Banks have the statutory authority to organize a subsidiary for a project or projects which the land bank has the power to pursue under Article 1600 of the New York State Not-for-Profit Law when the primary reason for which the subsidiary shall be organized shall be to limit the potential liability impact of the subsidiary’s project or projects on the land bank or because state or federal law requires that the purpose of a subsidiary be undertaken through a specific corporate or business structure.

As part of our continued efforts to expand the number of properties our organization can return to productive use, reduce the burden that vacant and abandoned properties impose on Albany County, its municipal governments and taxpayers the Albany County Land Bank has formed a single member New York limited liability corporation.

ACLB Holdings, respectfully requests that Albany County authorize the properties contained in “Exhibit A” for transfer to ACLB Holdings, LLC.

Please be advised that as a single member New York limited liability corporation all properties acquired by ACLB Holdings, LLC are subject to approval by its Board of Directors.

Sincerely,

Adam Zaranko
Executive Director
ACLB Holdings, LLC

69 State Street, 8th Floor
Albany, NY 12207

518-407-0309
www.albanycountylandbank.org
<table>
<thead>
<tr>
<th>ADDRESS</th>
<th>MUNICIPALITY</th>
<th>PARCEL/TAX ID NUMBER</th>
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<tbody>
<tr>
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<td>CITY OF ALBANY</td>
<td>65.63-1-30.10 n/k/a 65.63-1-30.1</td>
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<tr>
<td>88 ALEXANDER STREET</td>
<td>CITY OF ALBANY</td>
<td>76.64-2-15.20 n/k/a 76.64-2-15.2</td>
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<td>91 ALEXANDER STREET</td>
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<td>228 ELK STREET</td>
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<td>293 ORANGE STREET</td>
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<td>2638 SR 145</td>
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<td>TOWN OF COLONIE</td>
<td>32.1-2-5.2</td>
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<td>Tax Map Number</td>
<td>City or Town</td>
<td>Property Address</td>
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<tr>
<td>32.1-2-5.2</td>
<td>Colonie</td>
<td>171 Troy Schdy Road</td>
</tr>
</tbody>
</table>

RLA NO. TMP-0710
## PROPERTIES TO BE TRANSFERRED TO ACLB HOLDINGS, INC.

<table>
<thead>
<tr>
<th>Year/Resolution to Rescind Sale</th>
<th>ACLB Holdings</th>
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</thead>
<tbody>
<tr>
<td>2017-481</td>
<td>YES</td>
</tr>
<tr>
<td>2018-171</td>
<td>YES</td>
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<td>2018-171</td>
<td>YES</td>
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<tr>
<td>2018-171</td>
<td>YES</td>
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<td>2016-173</td>
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RLA NO. TMP-0710
### PROPERTIES TO BE TRANSFERRED TO ACLB HOLDINGS, INC.

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<thead>
<tr>
<th>Tax Map Number</th>
<th>City or Town</th>
<th>Property Address</th>
<th>Property Type</th>
<th>Year/Resolution to Rescind Sale</th>
<th>ACLB Holdings</th>
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<td>181-2-18</td>
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<td>66.72-4-10</td>
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<td>66.73-2-25</td>
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<td>293 Orange Street</td>
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<td>66.73-2-28</td>
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<td>65.63-1-30.10 N/K/A 65.63-1-30.1</td>
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<td>393 Sheridan Avenue</td>
<td>Auto Body Shop</td>
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<td>76.64-2-15.20 N/K/A 76.64-2-15.2</td>
<td>Albany</td>
<td>88 Alexander Street</td>
<td>Auto Body Shop</td>
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<td>76.64-1-33</td>
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<td>91 Alexander Street</td>
<td>Auto Body Shop</td>
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<td>32.1-2-5.2</td>
<td>Colonie</td>
<td>171 Troy Schdy Road</td>
<td>Former Car Wash</td>
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RLA NO. TMP-0710
RESOLUTION NO. 173

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY LOCATED IN THE CITIES OF ALBANY, COHOES AND WATERVLIET AND TOWNS OF BERNE, BETHLEHEM, COLONIE, COEYMAN'S, NEW SCOTLAND, RENSSELAERVILLE AND WESTERLO TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 4/11/16
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 91 parcels of real property in the City of Albany, 7 parcels in the City of Cohoes, 1 parcel in the City of Watervliet, 2 parcels in the Town of Berne, 5 parcels in the Town of Bethlehem, 9 parcels in the Town of Colonie, 2 parcels in the Town of Coeymans, 2 parcels in the Town of New Scotland, 1 parcel in the Town of Rensselaerville and 1 parcel in the Town of Westerlo, and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring the 121 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the parcels of real property located in the Cities of Albany, Cohoes and Watervliet, and Towns of Berne, Bethlehem, Colonie, Coeymans, New Scotland, Rensselaerville and Westerlo to the Albany County Land Bank Corporation as indicated in a spreadsheet filed with the Clerk of the Legislature, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances as to form and content, and, be it further

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

Adopted by unanimous vote. 4/11/16
RESOLUTION NO. 481

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 11/13/17
By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 12 parcels of real property in the City of Cohoes, 1 parcel in the Town of Berne, 2 parcels in the Town of Bethlehem, 8 parcels in the Town of Colonie, 2 parcels in the Town of Guilderland, 4 parcels in the Town of Knox, 1 parcel in the Town of New Scotland and 4 parcels in the Town of Rensselaerville and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring these 34 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 453 of 2016, The Albany County Department of Management and Budget has forwarded a spreadsheet for high value properties containing the amounts due to Albany County upon the sale of a listed parcel by the Albany County Land Bank Corporation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the parcels of real property located in the City of Cohoes and the Towns of Berne, Bethlehem, Colonie, Guilderland, Knox, New Scotland and Rensselaerville to the Albany County Land Bank Corporation as indicated on the spreadsheet annexed hereto, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.
<table>
<thead>
<tr>
<th>TOWN LOCATIONS</th>
<th>FORECLOSURE NO</th>
<th>PARCEL OWNER(S)</th>
<th>PARCEL LOCATION</th>
<th>TAX MAP NO</th>
<th>CLASS CODE</th>
<th>BASE TAXES</th>
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<tr>
<td>BERNE</td>
<td>1946-12-0000075</td>
<td>RUSSO, GRACE &amp; HOTALING, PETER, H.</td>
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<td>BETHLEHEM</td>
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<td>VICKS, ALICE E</td>
<td>UNDA CT</td>
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<td>$388.66</td>
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<td>BETHLEHEM</td>
<td>1946-12-0000129</td>
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<td>RIVER RD</td>
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<td>DAVID, SANDRA</td>
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<td>12 RUTLAND AVE</td>
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<td>COLONIE</td>
<td>1946-12-0000157</td>
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<td>68 GREEN ISLAND AVE</td>
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<td>$384.39</td>
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<td>COLONIE</td>
<td>1946-12-0000164</td>
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<td>COLONIE</td>
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<td>COLONIE</td>
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<td>CHARLES CONSTRUCTION CO., INC.</td>
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RESOLUTION NO. 171

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY TO THE ALBANY COUNTY LAND BANK CORPORATION

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

WHEREAS, The County of Albany has acquired, through in rem foreclosure, title to 36 parcels of real property in the City of Albany, 1 parcel in the City of Cohoes, 1 parcel in the City of Watervliet, 1 parcel in the Town of Bethlehem, 1 parcel in the Town of Colonie, 1 parcel in the Town of Knox, and

WHEREAS, The Albany County Land Bank Corporation (Land Bank) has expressed an interest in acquiring these 40 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interests of County taxpayers to support the Land Bank in its efforts to develop affordable housing as a means to stabilize the neighborhood, encourage further development and return properties to the tax rolls, and

WHEREAS, Pursuant to the Albany County Disposition Plan adopted per Resolution No. 453 of 2016, The Albany County Department of Management and Budget has forwarded a spreadsheet for high value properties containing the amounts due to Albany County upon the sale of a listed parcel by the Albany County Land Bank Corporation, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to execute on behalf of the County any documents necessary to convey the parcels of real property located in the Cities of Albany, Cohoes and Watervliet and the Towns of Bethlehem, Colonie, and Knox to the Albany County Land Bank Corporation as indicated on the spreadsheet annexed hereto, and, be it further

RESOLVED, That the County Attorney is authorized to approve said conveyances as to form and content, and, be it further

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

Adopted by unanimous vote. 4/9/18
RESOLUTION NO. 210

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO ESTABLISH ENVIRONMENTALLY FRIENDLIER WASTE MANAGEMENT PRACTICES

Introduced: 5/13/19
By Messrs. A. Joyce:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $9,491

Increase Appropriation Account A1620.4 by $9,491 by increasing Line Item A1620 4 4024 Housekeeping Supplies by $9,491

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 211

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE RECREATIONAL OPPORTUNITIES FOR CHILDREN

Introduced: 5/13/19
By Messrs. Simpson, Fein, Higgins

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $100,000

Increase Appropriation Account A7410.4 by $100,000 by increasing Line Item A7410 4 4449 Youth Recreation Programming by $100,000

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 212

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO CREATE LEARNING OPPORTUNITIES FOR DISABLED CHILDREN

Introduced: 5/13/19
By Messrs. O’Brien, Mayo, Reinhardt, Burgdorf:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $74,895

Increase Appropriation Account A2960.4 by $74,895 by increasing Line Item A2960 4 4046 Fees for Services by $74,895

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 213

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT FOR HOUSING REHABILITATION AND BLIGHT PREVENTION

Introduced: 5/13/19
By Messrs. Higgins, Fein:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $250,000

Increase Appropriation Account A3650.4 by $250,000 by increasing Line Item A3650 4 4064 Regional Land Bank by $250,000

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 214

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO REDUCE RECIDIVISM BY SUPPORTING JAIL TRANSITION PROGRAM

Introduced: 5/13/19
By Mr. Fein, Ms. McKnight, Messrs Bullock, Reinhardt, Ms. Lekakis, Messrs. Clay, Higgins, Mss. Willingham, Plotsky, Mr. Simpson, and Ms. Chapman:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $46,500

Increase Appropriation Account A3150.4 by $46,500 by increasing Line Item A3150 4 4498 Jail Transition Program by $46,500

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 215

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO MAKE THE ALBANY COUNTY RAIL TRAIL SAFER

Introduced: 5/13/19
By Messrs. Dawson:

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $77,754

Increase Appropriation Account A3110.2 by $77,754 by increasing Line Item A3110 2 2080 Specialty Equipment by $77,754

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
RESOLUTION NO. 217

AMENDING THE RULES AND REGULATIONS FOR ALBANY COUNTY EMPLOYEES REGARDING HEALTH INSURANCE BENEFITS FOR RETIREES

Introduced: 5/13/19
By Messrs. Comisso, A. Joyce, Beston and Ward:

WHEREAS, By Resolution No. 136-b for 1999, this Honorable Body adopted employee rules and regulations which are applicable to all non-union employees of Albany County, and

WHEREAS, Employees hired prior to the adoption of these rules were eligible for health insurance benefits for retirees after ten (10) years of qualifying County service, and those employees hired after the adoption of these rules were eligible for health insurance benefits for retirees after twenty (20) years of qualifying County service, and

WHEREAS, Various municipalities within the County and throughout New York State the state have set a lower threshold regarding the number of years of eligible service that is required before their employees become eligible for health insurance benefits during their retirement, and

WHEREAS, Instituting a lower threshold of fifteen (15) years of eligible service for health insurance benefits for retirees, rather than twenty (20) years, would serve as an incentive for current employees to continue their work in the County and may attract new employees to come to work for Albany County as well, and

WHEREAS, The Albany County Legislature has a strong history of supporting the employees of Albany County, and therefore such a reduction in years of service required in order to become eligible for health insurance benefits in retirement shall be effective and applied retroactively for all current employees of Albany County hired after the adoption of Resolution No. 136-b for 1999, now, therefore, be it

RESOLVED, By the Albany County Legislature that the Albany County Employee Rules and Regulations, adopted pursuant to Resolution No. 136-b for 1999, as amended, are hereby amended to read as follows:

Article IX, Section A(1)(a)(1)(a) shall read: “The employees with an employment date after the adoption of these rules must have at least fifteen (15) years of full time equivalent service with Albany County.”
Article IX Retiring Part Time Employees, Group "F" part (b) shall read:

“(b) Eligibility Criteria:
• Employees must have completed fifteen (15) years of equivalent full-time County service. Calculation of full time service uses a standard work week of not less than thirty five (35) hours per week.
• Age 55 or older.
• Enrolled in County health insurance”

and, be it further

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

Referred to Personnel and Audit and Finance Committees - 5/13/19
RESOLUTION NO. 218

REQUESTING THAT THE ALBANY COUNTY EXECUTIVE, AND COMMISSIONERS OF THE DEPARTMENT OF HUMAN RESOURCES, AND OFFICE OF MANAGEMENT AND BUDGET COMPLETE A FEASIBILITY STUDY REGARDING THE INCORPORATION OF CERTAIN HEALTH INSURANCE BENEFITS FOR RETIREEs INTO THE PROPOSED REGIONAL HEALTH CARE CONSORTIUM

Introduced: 5/13/19
By Messrs. Comisso and A. Joyce:

WHEREAS, Albany County is currently involved in and is coordinating with partner municipalities in the region regarding the establishment of a municipal Health Care Consortium through which all municipalities involved (herein “participating municipalities”) may benefit financially, and

WHEREAS, The County Executive and the Albany County Legislature believe that upon the establishment of the aforementioned Health Care Consortium the County will benefit from the inter-municipal collaboration of various entities in order to obtain favorable health insurance benefits and plans for their employees at a lower cost, and

WHEREAS, The Albany County Legislature recognizes the importance of incorporating health insurance benefits for retirees as one of the significant goals that may be accomplished through the collective actions of those participating municipalities coordinating through the Health Care Consortium, and

WHEREAS, The Albany County Legislature seeks to incorporate health insurance benefits for retirees into the Health Care Consortium in a way which attracts experienced employees who have previously worked for participating municipalities who seek employment with the County, and

WHEREAS, Unlike the New York State Local Retirement System, which allows for employees to accrue credit for time served in various local and municipal entities into one central retirement plan, employees working for local municipalities have no ability to transfer or gain credit for work performed for another municipality towards a central health insurance plan in retirement, and

WHEREAS, In order to encourage the broadest group of applicants with significant experience in municipal government to seek County employment, this Honorable Body seeks to recognize time accrued by employees in service to participating municipalities for the purpose for receiving health insurance benefits in retirement from Albany County, and
WHEREAS, The aforementioned recognition of time accrued will be contingent upon participating municipalities reciprocal recognition of time accruals from qualifying Albany County employees into their own respective health insurance retirement plans should such employees seek employment with that municipality, now, therefore, be it

RESOLVED, That the Albany County Legislature hereby requests the County Executive, in conjunction with the Commissioners of the Department of Human Resources and the Office of Management and Budget complete a study which considers the feasibility of allowing employees to transfer time accrued between participating municipalities for the limited purpose of receiving credit toward health insurance benefits in retirement, and, be it further

RESOLVED, That said feasibility study shall consider financial and personnel implications to Albany County, including potential impacts for transfer of part-time and full-time hours worked in participating municipalities, and, be it further

RESOLVED, That said feasibility study shall also consider the propriety of applying the aforementioned time transfer to all active Albany County employees with a history of employment with participating municipalities, and, be it further

RESOLVED, That this Honorable Body requests that said report and the related finding be returned by the County Executive within ninety (90) days of the date that this resolution is adopted, and, be it further

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

*Referred to Personnel and Audit and Finance Committees - 5/13/19*
RESOLUTION NO. 221

AMENDING THE 2019 ALBANY COUNTY BUDGET: CONTINGENT ACCOUNT ADJUSTMENT TO KEEP ALBANY COUNTY SENIORS ON THE MOVE

Introduced: 5/13/19
By: Messrs. Burgdorf, O'Brien, Mauriello, Mayo, Drake, and Tunny

WHEREAS, New York State authorizes counties, via section 365 of the County Law, to establish a Contingent Account for items not addressed at the time the budget is formulated and adopted, and

WHEREAS, Albany County has created such an account in its General Fund, and

WHEREAS, The Chair of the County Legislature has created an open and transparent process to reallocate funds budgeted in the 2018 and 2019 County Budgets from the Contingent Account to existing accounts for purposes beneficial to the residents of Albany County, and

WHEREAS, To accomplish this, an amendment to the 2019 Albany County Budget is necessary, now, therefore be it

RESOLVED, By the Albany County Legislature that the 2019 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by decreasing Line Item A1990 4 4999 Miscellaneous Contractual Expense by $50,000

Increase Appropriation Account A6772.4 by $50,000 by increasing Line Item A6772 4 4046 Fees for Services by $50,000

and, be it further

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

Referred to Audit and Finance Committee - 5/13/19
Brandon Russell, Majority Counsel  
Albany County Legislature  
112 State Street, Rm. 700  
Albany, N.Y. 12207

Arnis Zilgme, Minority Counsel  
Albany County Legislature  
112 State Street, Rm. 1360  
Albany, N.Y. 12207

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolution seeks permission to:

- Accept funding and amend our budget for the DCJS for the Crimes Against Revenue Program Grant;
- Apply and accept funding from DCJS for the Gun Involved Violence Elimination Partnership; and
- Amend the salary of the District Attorney in accordance with Judiciary Law §183-a.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

P. David Soares  
Albany County District Attorney
REQUEST FOR LEGISLATIVE ACTION

DATE: January 16, 2019

DEPARTMENT: Office of the District Attorney
Contact Person: Heather Orth
Telephone: 275-4704
Dept. Representative Attending
Committee Meeting: District Attorney David Soares and/or Heather Orth

PURPOSE OF REQUEST:
- Adopting of Local Law
- Amendment of prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment (See Below) X
- Contract Authorization (See below) X
- Environmental Impact
- Home Rule Request
- Property Conveyance
- Other: (State briefly if not listed above) X Permission to submit an application for state funds

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

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING: N/A

TYPE OF CONTRACT
- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
  - New
  - Renewal X
- Settlement of a Claim
- Release of Liability
- Other: (State briefly)
STATE THE FOLLOWING

Contract Terms/Conditions:
Party (Name/Address):
Division of Criminal Justice Services, Office of Program Development and Funding, Alfred E. Smith Building, 80 S. Swan Street, Albany NY 12210

Amount/Raise Schedule/Fee:

Term: January 1, 2019 – December 31, 2019
Scope of Services: These funds will support the Crimes Against Revenue Program.

Contract Funding:
Anticipated in Current Budget: Yes ☑ Yes X ☑ No
Funding Source: State Funds
County Budget Accounts
Revenue: A31165.0.3335
Appropriation: A91165 12010: 89010; 89030; 89060
Bond (Res.No. & Date of Adoption)

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes ☑ No X ☑
If Mandated Cite: Authority
Anticipated in Current Adopted Budget: Yes ☑ No X ☑
If yes indicate Revenue/Appropriation Account: A31165.0.3335
A91165 1995d; 44046; 22050; 44039; 12010; 89010;
89030; 89060

Fiscal Impact - Funding: (Dollars or Percentages)
Federal
State $299,710
County
Term/Length of Funding One Year
Other Reimbursement:

Previous Requests for Identical or Similar Action:
Resolution /Law Number 18-449
Date of Adoption: 10/9/2018

Justification: (State briefly why legislative action is requested)
This resolution is requested to provide the authority to apply, accept and enter into the contract with the Department of Criminal Justice Services for the Crimes Against Revenue Program.

Back-up Material Submitted: Grant Award Letter, Budget Amendment Spreadsheet and Resolution 18-449.

Submitted By: Heather Orth
Title: Confidential Assistant to the District Attorney
# Grant Award Notice

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<td>David Soares, District Attorney</td>
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**Additional Information:**

Your Program Representative will contact your office to assist in the development of the grant contract. Please see the CARP Contract Instruction Sheet for additional contract information and note that items are required within 30 days of receiving this letter.

The Crimes Against Revenue Program (CARP) is managed by the New York State Division of Criminal Justice Services (DCJS) in coordination with the Department of Taxation and Finance (DTF). The award amount listed above is contingent on the availability of grant funds. If you have any questions on this award, please contact the contract specialist listed below:

Jamie Spina  
Criminal Justice Program Representative  
NYS Division of Criminal Justice Services  
Office of Program Development and Funding  
(518) 457-3776 or jamie.spina@dcjs.ny.gov

Congratulations on your award. DCJS, in coordination with DTF, looks forward to working with you on this important project.
CRIMES AGAINST REVENUE CERTIFICATION

By signing the certification at the bottom of this document, the grantee agrees that CARP funds will be used to supplement1, and not supplant, existing funds and services, and that all personnel supported by this contract will work on CARP activities for the percentage of time that is commensurate with the portion of their salary that is paid by this grant.

Please answer the following questions:

✓ How many positions (including full- and part-time positions and consultants) will be supported under this grant (total)? ____________________________

✓ How many of these positions were supported under your most recent CARP contract?

✓ How many of these positions will be used:
  a) to hire new, additional people (including to fill existing vacancies that are no longer funded in your agency’s budget) ____________________________
  b) to rehire people who have already been laid off (by January 1, 2019) as a result of state, local, or federal budget reductions ____________________________
  c) to rehire people who are (by January 1, 2019) currently scheduled to be laid off on a specific future date as a result of state, local, or federal budget reductions ____________________________
  d) to continue the same staff currently funded under existing or most recent CARP contract ____________________________

"I certify that all funds received under this contract will not be used to supplant state, local or federal funds, but will be used to increase the amounts of such funds that would, in the absence of state funds, be made available for CARP activities. Furthermore, daily time records will be maintained for each individual paid under this contract, documenting the percentage of their time devoted to CARP activities."

Signature

---

1 What is Supplanting?

General Definition. For a unit of local government to reduce local or federal funds for an activity specifically because state funds are available (or expected to be available) to fund that same activity. State funds must be used to supplement existing state, local or federal funds for program activities and may not replace state, local or federal funds that have been appropriated or allocated for the same purpose. In those instances, where a question of supplanting arises, the grantee will be required to substantiate that the reduction in non-state resources occurred for reasons other than the receipt or expected receipt of state funds.

As a practical matter, the non-supplanting requirement means that all positions supported under this grant that were not paid for under the previous CARP contract must either be new hires (on or after the official contract start date); rehires of people who have already been laid off prior to the effective date of this contract; or rehires of people who are (at the start date of the contract) currently scheduled to be laid off on a future date as a result of state, local, or federal budget cuts.
Memorandum of Understanding Between the
New York State Department of Taxation and Finance and the
County District Attorney’s Office

This agreement ("MOU") by and between the New York State Department of Taxation and
Finance ("DTF") and the _________________ County District Attorney’s Office (the
"DA’s Office") is to be effective as of the date signed by both parties.

WHEREAS, the State of New York ("State") and DTF share with the District Attorney’s
Office a strong interest in robust enforcement of the tax laws, effective deterrence so as to
increase voluntary compliance with those laws, and the recovery of revenues properly due the
State and other units of government; and

WHEREAS, the State has, through its Division of Criminal Justice Services ("DCJS"),
offered a contract and grant award to the DA’s Office (the "grant") under the Crimes Against
Revenue Program ("CARP") for the period from on or about January 1, 2019 to December 31,
2019; and

WHEREAS, the DA’s Office has sought to accept that offer and has applied for the grant
through the DCJS Grants Management System, and it is a condition of the grant, as set forth in
the contract, that the DA’s Office enter into this MOU with DTF;

Now, THEREFORE, DTF and the DA’s Office hereby agree as follows:

I. Purpose and principles

This agreement is intended to set forth roles and responsibilities, as between the parties, with
respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect
government revenues. The prosecutorial function is the responsibility of the DA’s Office, as
dictated by the Constitution and laws of this State. The parties to this MOU recognize and
acknowledge that the District Attorney’s responsibility and discretion to prosecute crimes in
___ County, as derived from the Constitution and laws of this State, remain
unaffected by any provision in this MOU, and that DTF cannot require the DA’s Office to exercise
its prosecutorial discretion in any particular way. However, the DA’s Office, by accepting the grant
and entering into this MOU, agrees to abide by the terms thereof, and acknowledges and agrees
that non-compliance with those terms may result in diminution or denial of grant funds to be
provided.

II. Definitions of terms

A. "Referral" shall mean a request by the Commissioner of DTF, or by an authorized designee
on behalf of the Commissioner, that in a particular matter, the DA’s Office institute an
action or proceeding relating to allegations of violations of the tax laws or tax obligations.
B. "Prosecutor's Request" shall mean a written request by a prosecutor in the DA's Office that DTF make a referral to the DA's Office in a particular matter.

C. "Tax crime" shall mean any crime defined in the Tax Law, and also any crime arising from violation of obligations under the Tax Law.

III. Liaison

Each party will designate a member of its legal staff to serve as the primary liaison with the other party, and will notify the other party as to any changes in its designated liaison.

IV. Prosecutors' requests

A. The DA's Office shall direct each Prosecutor's Request to the DTF liaison, with a copy to the relevant district office of the Criminal Investigations Division of DTF.

B. A Prosecutor's Request should include reasons to believe that it would be appropriate for the DA's Office to investigate or prosecute one or more tax crimes, and a representation that such information will in fact be used to investigate at least one potential tax crime for possible prosecution.

C. Before issuing a grand jury subpoena to DTF, the DA's Office will, unless impracticable, first try to obtain the desired records by Prosecutor's Request, and will allow a reasonable amount of time for DTF to act upon that Prosecutor's Request.

D. DTF shall make good faith efforts — upon the receipt of sufficient information to reach a determination — to answer a Prosecutor's Request (by making a referral or a denial of such request) with reasonable promptness.

V. Judicial process

A. When the DA's Office serves a grand jury subpoena for tax information from DTF, the DA's Office shall include therewith a certification that the subpoena may lawfully require production of the information sought. For example, a subpoena seeking a personal income tax return or portion thereof should include or be accompanied by a certification that in accordance with Tax Law §697(e)(2), the grand jury investigation in question is one under the provisions of article 22 of the Tax Law, and the materials sought are directly involved in and pertinent to such investigation.

B. Grand jury subpoenas for tax information from DTF should have return dates far enough in the future so that production of responsive materials will not be unduly burdensome. Unless extraordinary circumstances require otherwise, return dates should allow at least two weeks for production in a routine case and correspondingly longer if the matter is more extensive or complicated.

C. When the DA's Office intends that a DTF employee actually appear in person to testify in response to a grand jury subpoena, the DA's Office, when serving the subpoena, shall provide separate written notice of that requirement.
VI. Referrals

A. When DTF intends to refer a matter for investigation or prosecution by the DA’s Office, then when feasible and appropriate, DTF will, before making an arrest in that matter:

1. Make a referral of that matter to the DA’s Office at least two weeks prior to arrest; provide relevant tax returns to the DA’s Office; and make DTF staff available to meet with the DA’s Office to provide further information and assistance. In determining the appropriateness and timing of prior referral, DTF may consider the simplicity of a matter, any urgency, the preferences of the DA’s Office, and other factors. In more complex matters, DTF will seek to provide referrals further in advance. In some matters, such as “sweeps” of vendors selling goods subject to sales tax who do not have a certificate of authority, and routine excise tax enforcement (including arrests resulting from retail inspections, vehicle stops and street encounters), there is no presumption that there will be a referral prior to arrest.

2. Consult with the DA’s Office about how the arrests will be made, including which agency, or agencies jointly, should be responsible for making them. The parties recognize that circumstances can vary from case to case, and the availability of resources can vary from time to time, so there is no general presumption that arrests should be made by any one agency to the exclusion of others. In cases in which DTF ultimately determines that it will make an arrest, it will try to provide advance notice of such arrest to the DA’s Office to the extent feasible and appropriate under the circumstances of the case.

3. In good faith consider any general preferences that have been expressed by the DA’s office as to procedures for referrals and arrests, and any concerns expressed by the DA’s Office in the particular matter, including concerns as to factual or legal issues and concerns as to time limits under the Criminal Procedure Law.

B. The DA’s Office will timely communicate any decision to decline prosecution of any case referred by DTF, and upon request by DTF will provide the rationale of such decision so that DTF may explore alternative methods of enforcement. The DA’s Office shall typically inform DTF within three months after a referral, or earlier, as to whether or not it intends to proceed with the referral. Proceeding with the referral means further investigating the facts by if necessary and prosecuting the case if appropriate.

VII. Assistance

A. The DA’s Office may, either before or after charges are filed in a particular tax matter, make requests for DTF assistance in that matter (including the designation of a DTF lawyer as a Special Assistant District Attorney) to the DTF liaison or to the relevant district office of the Criminal Investigations Division of DTF.

B. When assistance is requested, DTF will try to make a prompt response as to whether it will provide the requested assistance.

VIII. Dispositions

NYS Division of Criminal Justice Services | www.criminaljustice.ny.gov
In tax cases, DTF represents the victim of the crime and should receive the same consideration as other crime victims. Prior to resolving a tax case, the DA's Office shall confer with DTF and give DTF notice of any proposed resolution and an opportunity to express its view. This will help ensure that appropriate restitution is ordered, collected, and directed to the victim, and that there is appropriate consideration of global settlement (that is, of both the defendant's criminal and civil tax liabilities) and whether there should be additional settlement terms to insure future tax compliance. In addition, DTF shall be considered a "victim" as that term is defined in CPL section 380.50(2) and to the extent the terms of criminal dispositions involve the payment of restitution and monetary penalties, the DA's Office shall seek to maximize the recovery to the victim. The DA's Office recognizes that only DTF can settle the defendant's civil tax liability, and any disposition that purports to resolve the defendant's total tax liability requires the consent of DTF.

Unless there is a global settlement, the DA's Office will place language on the record and in any plea agreement specifically stating that the plea and sentence does not resolve the defendant's total tax liability and DTF may pursue other remedies including, in the case of Sales Tax matters, the suspension and/or revocation any Certificate of Authority.

In tax cases, the District Attorney's offices will endeavor to obtain a plea to a Tax Crime.

IX. Coordination

A. Regular and open communication between the DA's Office and DTF is an essential component of this agreement. Signatories must honor reasonable requests to confer.

B. To maximize a collaborative working relationship between DTF and the DA's Office, the parties will meet monthly or as otherwise agreed to discuss matters of mutual interest including cases referred by DTF to the DA's Office.

C. Provide quarterly revenue collection documentation on eligible non-tax cases to DTF.

X. CARP

A. The DA's Office will comply with all the conditions of the grant, including the work plan.

B. The District Attorneys will assist DTF to develop and implement an effective enforcement strategy in order to detect, prosecute and deter revenue crimes.

C. The District Attorneys will undertake appropriate investigations of allegations at the request of DTF.

D. The District Attorneys will maintain effective coordination and cooperation with DTF in the investigations and prosecution of revenue crimes.

E. The DA's Office will regularly communicate to DTF as to its efforts to investigate and prosecute tax crimes, and provide information as requested, to help DTF assess compliance with this MOU and the performance of the DA's Office under the grant.

F. Performance under the grant will be measured by an assessment of a variety of factors reflecting efforts to investigate and prosecute revenue crimes during the grant period. The
recovery of monetary restitution, while an important consideration, is only one factor to be considered.

XI. Public information

A. The parties recognize the importance of deterring tax crimes, and other frauds against the government, through successful, appropriate and well-publicized prosecutions.

B. Either party may issue news releases in any matter. The parties recognize that it is ordinarily the best practice for the parties to confer and cooperate as to whether releases should be issued, and by whom, or whether to join in a single release.

XII. Amendment

This MOU may be amended only in writing and by the agreement of both parties hereto. This MOU supersedes any prior MOU between the parties on the same subjects. The MOU shall continue in effect, as amended from time to time, until and unless a party hereto gives the other party written notice that the MOU shall be terminated on a specified date at least thirty days after the date of such notice.

________________________________________
District Attorney
________________________________________ County

Dated: __________________________, 201

_____________________________________
Nonie Manion
Executive Deputy Commissioner
Department of Taxation and Finance
**APPROPRIATIONS**

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**ESTIMATED REVENUES**

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Albany County Legislature
112 State Street, Rm. 700
Albany, N.Y. 12207

Arnis Zilgme, Minority Counsel
Albany County Legislature
112 State Street, Rm. 1360
Albany, N.Y. 12207

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolution seeks permission to:

- Accept funding and amend our budget for the DCJS for the Crimes Against Revenue Program Grant;
- Apply and accept funding from DCJS for the Gun Involved Violence Elimination Partnership; and
- Amend the salary of the District Attorney in accordance with Judiciary Law §183-a.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

P. David Soares
Albany County District Attorney
REQUEST FOR LEGISLATIVE ACTION

DATE: May 15, 2019

DEPARTMENT: Office of the District Attorney
Contact Person: Heather Orth
Telephone: 275 4704
Dept. Representative Attending
Committee Meeting: District Attorney David Soares and/or Heather Orth

PURPOSE OF REQUEST:
Adoption of Local Law
Amendment of Prior Legislation
Approval/Adoption of Plan/Procedure
Bond Approval
Budget Amendment
Contract Authorization (See below) X
Environmental Impact
Home Rule Request
Property Conveyance
Other: (State briefly if not listed above) X
Permission to submit an application and receive funds from the Division of Criminal Justice Services for the Gun Involved Violence Elimination Partnership.

CONCERNING CONTRACT AUTHORIZATION (Cont'd)
STATE THE FOLLOWING:

Contract Terms/Conditions:
Party (Name/Address):
NYS DCJS
80 South Swan Street
Albany, NY 12210
Amount/Rate Schedule/fee:
$236740

Scope of Services: The funds will be used to fight gun crime in Albany County.

Contract Funding:
Anticipated in Current Budget: Yes X No
Funding Source: State Funds

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes No X
If Mandated Cite: Authority
Anticipated in Current Adopted Budget: Yes X No
If yes, indicate Revenue/ Appropriation Accounts: A91165 – 03330, 12010, 89010, 89030, 89060, 44039, 22999, 44046
Fiscal Impact – Funding: (Dollars or Percentages)
Federal
State 100%
County

Term/Length of Funding: 1 year

Previous Requests for Identical or Similar Action:
Resolution/Law Number: 18-168
Date of Adoption: May 14, 2018

Justification: (State briefly why legislative action is requested)
This RLA covers the fourth year of the Gun Involved Violence Elimination partnership for the Office of the District Attorney.

Back-up Material Submitted:
Award letter and prior resolution for similar action (18-186).

Submitted By: Heather Orth
Title: Confidential Assistant to the District Attorney
March 4, 2019

The Honorable David Soares  
Albany County District Attorney’s Office  
6 Lodge Street, 4th Floor  
Albany, NY 12207

Chief Eric Hawkins  
Albany City Police Department  
165 Henry Johnson Boulevard  
Albany, NY 12210

Re: Gun Involved Violence Elimination (GIVE)

Dear District Attorney Soares and Chief Hawkins:

I am pleased to advise you that Albany County is eligible to receive an award of up to $759,829 from the NYS Division of Criminal Justice Services (DCJS) for the Gun Involved Violence Elimination (GIVE) initiative for the contract period July 1, 2019 to June 30, 2020. DCJS utilizes a deliberate process to make GIVE award determinations with a focus on awarding funds to support the successful implementation of evidence-based crime reduction strategies. County award amounts were determined based on uniform crime data, your jurisdiction’s prior adherence to prescribed GIVE strategies and best practices, and historical compliance with GIVE contract requirements.

As previously described in my correspondence from February 15, 2019, DCJS will not be issuing a competitive Request for Applications (RFA) for the 2019-20 funding. Instead, existing GIVE jurisdictions are receiving this notice of a direct award along with a Guidance and Funding Requirements document providing instructions on how to develop and submit the required GIVE Comprehensive Plan proposals. Under this direct award approach, DCJS is no longer restrained from providing immediate guidance and technical assistance to GIVE grantees as they develop their GIVE Comprehensive Plan proposals, and grantees are encouraged to collaborate with DCJS on the development of their strategies and proposals.

To receive funding, grantees must submit their GIVE Comprehensive Plan proposals to DCJS no later than Noon (12:00 PM) on Monday, April 8, 2019. Please see the attached GIVE Guidance Document and Funding Requirements for further information. Additionally, a webinar on the 2019-20 GIVE Comprehensive Plan proposal development and approval process will be held for all grantees on Wednesday, March 12, 2019. Access information to this webinar is provided in the attached document as well.

Upon approval of your county’s GIVE Comprehensive Plan proposal by DCJS, local participating agencies will receive final grant award notifications, and the associated contracts will be developed and executed effective July 1, 2019. Please contact the DCJS Office of Public...
Safety (OPS) at GIVE@dcjs.ny.gov for information and assistance in preparing the GIVE Comprehensive Plan proposal. If you have any contract-related questions, please contact David Martin in the DCJS Office of Program Development and Funding (OPDF) at (518) 485-9607, or by e-mail at David.Martin@dcjs.ny.gov.

The GIVE initiative is a critical component of New York's shooting and homicide reduction strategy and we look forward to continuing our strong partnerships to maintain New York's standing as the safest large state in the nation.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

Attachment(s)
- 2019-20 GIVE Guidance Document and Funding Requirements
- GIVE Tracker – Used for GIVE-funded overtime details
- GIVE Initiative Budget Worksheet

cc: Dave Martin, DCJS
    Raymond Neves, DCJS
    Craig Apple, Albany County Sheriff's Office
    William Connors, Albany County Probation
**ALBANY COUNTY - 759,829**

### Police Department Budget

<table>
<thead>
<tr>
<th>Job Title / Position</th>
<th>Personnel</th>
<th>Requested Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anti-Violence Coordinator</td>
<td></td>
<td>$56,744</td>
</tr>
<tr>
<td>Youth Aide</td>
<td></td>
<td>$33,052</td>
</tr>
<tr>
<td>Crime Analyst</td>
<td></td>
<td>$45,701</td>
</tr>
<tr>
<td>Expanded Deterrence Service Provider</td>
<td></td>
<td>$22,000</td>
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</tr>
<tr>
<td></td>
<td>Job Title/Position Total</td>
<td>$160,659</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fringe Benefits for Positions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anti-Violence Coordinator</td>
</tr>
<tr>
<td>Youth Aide</td>
</tr>
<tr>
<td>Crime Analyst</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Hot-Spot Policing**

<table>
<thead>
<tr>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Hot-Spot</td>
</tr>
</tbody>
</table>

**Focused Deterrence**

<table>
<thead>
<tr>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Neutral Space for 4x Coll (500 x 2 Collns)</td>
</tr>
<tr>
<td>Food for Collns (approx 100 attendees each: $2500 per event x 2)</td>
</tr>
<tr>
<td>APO Warrants Funds</td>
</tr>
<tr>
<td>Total Focused Deterrence</td>
</tr>
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</table>

**CPTED**

<table>
<thead>
<tr>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total CPTED</td>
</tr>
</tbody>
</table>

**Street Outreach**

<table>
<thead>
<tr>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Street Outreach</td>
</tr>
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**Travel & Training**

<table>
<thead>
<tr>
<th>Overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Travel &amp; Training</td>
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</table>

**Police Department Total**

<table>
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<tr>
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<tbody>
<tr>
<td></td>
<td>$380,084</td>
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</table>

### District Attorney's Office Budget

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<th>Personnel</th>
<th>Requested Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions**

1. Please type the name of your County.

2. IN ADDITION TO COMPLETING THIS BUDGET WORKSHOP, PROVIDE A NARRATIVE JUSTIFICATION FOR EACH ITEM REQUESTED. THE NARRATIVE JUSTIFICATION MUST BE PROVIDED AS PART OF THE OVERALL GIVE COMPREHENSIVE PLAN PROPOSAL.

3. Please list each individual position and salary that the eligible Police Department is requesting funding for. The position should be listed in Column C and the salary should be entered in Column D labeled "Requested Budget". DO NOT include fringe benefits or overtime in this category. Please do not list positions with the same titles together as a single item (e.g., "2 Field Intelligence Officers"). List each individual position separately. Please note that requests for newly funded positions must also include a job description as a separate attachment.

4. Please list all funding that the eligible Police Department is requesting to support the Hot-Spot policing element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

5. Please list all funding that the eligible Police Department is requesting to support the Focused Deterrence element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

6. Please list all funding that the eligible Police Department is requesting to support the CPTED element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

7. Please list all funding that the eligible Police Department is requesting to support the Street Outreach element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

8. Please list all requests for Travel & Training for the eligible Police Department. Funding to support travel costs to attend meetings, trainings, and conferences sponsored by DCIS is acceptable. Give funded personnel are required to make every effort to attend appropriate DCIS-sponsored events.
<table>
<thead>
<tr>
<th>Job Title / Position</th>
<th>Requested Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assistant District Attorney (P FTE)</td>
<td>$23,000</td>
</tr>
<tr>
<td>Investigator (P FTE)</td>
<td>$34,000</td>
</tr>
<tr>
<td>Information/Training</td>
<td>$45,949</td>
</tr>
</tbody>
</table>

Fringe Benefits for Positions
- Assistant District Attorney (P FTE) $24,440
- Investigator (P FTE) $31,600
- Information/Training $32,151

Fringe Benefits Total $88,291

TOTAL PERSONNEL $236,740

HOT-SPOT POLICING

FOCUSED DETERRENCE

CPTED

STREET OUTREACH

TRAVEL & TRAINING

DISTRICT ATTORNEY'S OFFICE TOTAL $236,740

SHERIFF'S OFFICE BUDGET

<table>
<thead>
<tr>
<th>Job Title / Position</th>
<th>Requested Budget</th>
</tr>
</thead>
</table>

6/10/2010

9. Please list each individual position and salary that the eligible District Attorney's Office is requesting funding for. The position should be listed in Column C and the salary should be entered in Column D labeled "Requested Budget." Do NOT Include Fringe Benefits or Overtime in this category. Please do not list positions with the same titles together as a single item (e.g., "Field Intelligence Officers"). List each individual position separately. Please note that requests for newly funded positions must also include a job description as a separate attachment.

10. Please list the fringe benefits for each position that the eligible District Attorney's Office is requesting funding for. The positions will automatically appear in Column C after they are entered above. The fringe amount should be entered in Column D labeled "Requested Budget."

11. Please list all funding that the eligible District Attorney's Office is requesting to support the Hot-Spot policing element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

12. Please list all funding that the eligible District Attorney's Office is requesting to support the Focused Deterrence element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

13. Please list all funding that the eligible District Attorney's Office is requesting to support the CPTED element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

14. Please list all funding that the eligible District Attorney's Office is requesting to support the Street Outreach element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

15. Please list all requests for Travel & Training for the District Attorney's Office. Funding to support travel costs to attend meetings, trainings, and conferences sponsored by DCS are acceptable requests. DUNE funded personnel are required to make every effort to attend appropriate DCS sponsored events.

16. Please list each individual position and salary that the eligible Sheriff's Office is requesting funding for. The position should be listed in Column C and the salary should be entered in Column D labeled "Requested Budget." Do NOT Include Fringe Benefits or Overtime in this category. Please do not list positions with the same titles together as a single item (e.g., "Field Intelligence Officers"). List each individual position separately. Please note that requests for newly funded positions must also include a job description as a separate attachment.
17 Please list the fringe benefits for each position that the eligible Sheriff’s Office is requesting funding for. The positions will automatically appear in Column C after they are entered above. The fringe amount should be entered in Column D labeled “Requested Budget.”

18 Please list all funding that the eligible Sheriff’s Office is requesting to support the Hot-Spot policing element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

19 Please list all funding that the eligible Sheriff’s Office is requesting to support the Focused Deterrence element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

20 Please list all funding that the eligible Sheriff’s Office is requesting to support the CPTED element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

21 Please list all funding that the eligible Sheriff’s Office is requesting to support the Street Outreach element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.

22 Please list all requests for Travel & Training for the Sheriff’s Office. Funding to support travel costs to attend meetings, trainings, and conferences sponsored by DCS are acceptable. All funded personnel are required to make every effort to attend appropriate DCS sponsored events.

23 Please list each individual position and salary that the eligible Probation Office is requesting funding for. The position should be listed in Column C and the salary should be entered in Column D labeled “Requested Budget.” DO NOT Include fringe benefits or overtime in this category. Please do not list positions with the same titles together as a single item (i.e. “2 Field Intelligence Officers”). List each individual position separately. Please note that requests for newly funded positions must also include a job description as a separate attachment.

24 Please list all funding that the eligible Probation Office is requesting to support the Hot-Spot policing element of the strategy. The description should clearly reflect the initiative or equipment the funding will be used for and, when applicable, should be listed individually. The funding requests should be entered in Column C and the requested amount should be entered in Column D.
### HOT-SPOT POLICING

<table>
<thead>
<tr>
<th>Description</th>
<th>Funding Requested</th>
</tr>
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<tbody>
<tr>
<td>Arrest Bracelet Activation and Monitoring</td>
<td>$12,000</td>
</tr>
<tr>
<td>Overtime</td>
<td>$10,000</td>
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</tbody>
</table>

**TOTAL PERSONNEL: $32,000**

### FOCUSED DETERRENCE

<table>
<thead>
<tr>
<th>Description</th>
<th>Funding Requested</th>
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<tbody>
<tr>
<td>Overtime</td>
<td>$5,000</td>
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**TOTAL FOCUSED DETERRENCE: $5,000**

### CPTED

<table>
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<tr>
<th>Description</th>
<th>Funding Requested</th>
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</table>

**TOTAL CPTED: $0**

### STREET OUTREACH

<table>
<thead>
<tr>
<th>Description</th>
<th>Funding Requested</th>
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</thead>
</table>

**TOTAL STREET OUTREACH: $0**

### TRAVEL & TRAINING

<table>
<thead>
<tr>
<th>Description</th>
<th>Funding Requested</th>
</tr>
</thead>
</table>

**TOTAL TRAVEL & TRAINING: $0**

### COUNTY PROBATION TOTAL

**$137,005**

### COUNTY GRAND TOTAL

**$759,829**

---

**Note:** If your County has a second police agency that is eligible for funding, please use the "Additional Agencies" tab (located on the bottom toolbar) to enter the budget for those agencies. **Note:**

5/18/2019
<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9 1165</td>
<td>1 1492:003 Community Prosecution Coordinator</td>
<td>22,974.50</td>
<td></td>
<td></td>
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<td>45,949.00</td>
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<tr>
<td>A9 1165</td>
<td>8 9060 Health and Medicl Insurance</td>
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<tr>
<td>A9 1165</td>
<td>89010 State Retirement</td>
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<tr>
<td>A9 1165</td>
<td>8 9030 Social Security</td>
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TOTAL APPROPRIATIONS

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<tbody>
<tr>
<td>22,974.50</td>
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<th>ACCOUNT</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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</thead>
<tbody>
<tr>
<td>A9 1165</td>
<td>0 3334 Operation GIVE</td>
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<td>22,974.50</td>
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TOTAL ESTIMATED REVENUES

<table>
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<tr>
<th>INCREASE</th>
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<tr>
<td>0.00</td>
<td>22,974.50</td>
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GRAND TOTALS

<table>
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<tr>
<th>INCREASE</th>
<th>DECREASE</th>
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</thead>
<tbody>
<tr>
<td>22,974.50</td>
<td>22,974.50</td>
</tr>
</tbody>
</table>
Brandon Russell, Majority Counsel
Albany County Legislature
112 State Street, Rm. 700
Albany, N.Y. 12207

Amis Zilgme, Minority Counsel
Albany County Legislature
112 State Street, Rm. 1360
Albany, N.Y. 12207

Dear Sirs:

I am requesting legislative action to further the mission of the Office of the Albany County District Attorney. The attached resolution seeks permission to:
- Accept funding and amend our budget for the DCJS for the Crimes Against Revenue Program Grant;
- Apply and accept funding from DCJS for the Gun Involved Violence Elimination Partnership; and
- Amend the salary of the District Attorney in accordance with Judiciary Law §183-a.

Attached is the request for legislative action and supporting documents. If you have any questions, please feel free to contact me at 275-4706.

Thank you for your assistance.

Sincerely,

[Signature]

P. David Soares
Albany County District Attorney
REQUEST FOR LEGISLATIVE ACTION

DATE: May 15, 2019

DEPARTMENT: Office of the District Attorney
Contact Person: Heather Orth
Telephone: 275-4704
Dept. Representative Attending Committee Meeting: District Attorney David Soares and/or Heather Orth

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

CONCERNING BUDGET AMENDMENTS
STATE THE FOLLOWING:
Increase Account/Line No. A91165.10113
Source of Funds:
Title Change:

CONCERNING CONTRACT AUTHORIZATION
STATE THE FOLLOWING: N/A

TYPE OF CONTRACT
- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
- New
- Renewal
- Settlement of a Claim
- Release of Liability
- Other: (State briefly)

CONCERNING CONTRACT AUTHORIZATION (Cont'd)
STATE THE FOLLOWING: N/A
Contract Terms/Conditions:
Party (Name/Address):

Amount/Raise Schedule/Fee:

Term:
Scope of Services:

Contract Funding:
Anticipated in Current Budget: Yes __________ No__
Funding Source:
County Budget: Accounts
Revenue: _________________________________
Appropriation: ___________________________
Bond (Res.No. & Date of Adoption) ___________________________

CONCERNING ALL REQUESTS:
Mandated Program/Service: Yes __ X__ No____
If Mandated Cite: Authority Judicial Law §183-a
Anticipated in Current Adopted Budget: Yes ____ No _X__
If yes indicate Revenue/Appropriation Account: ___________________________

Fiscal Impact - Funding: (Dollars or Percentages)
Federal _________________________________
State _________________________________
County $2,047 ___________________________
Term/Length of Funding April 1, 2019 – December 31, 2019
Other Reimbursement:

Previous Requests for Identical or Similar Action:
Resolution /Law Number 12-457, 16-211,
18-210
Date of Adoption: December 3, 2012, May 9, 2016, May 14, 2018

Justification: (State briefly why legislative action is requested)
The New York State Commission on Legislative, Judicial, & Executive Compensation is assigned with making recommendations with respect to compensation for New York State’s judges. The recommendations take effect unless modified or abrogated by legislation prior to taking effect (See Part E of Chapter 60 of the Laws of 2015). The primary implication of the judicial pay raise for counties is the state law that links judicial salaries with county district attorneys’ (DA’s) salaries (See Judicial Law 183-a). On December 24, 2015 the Commission voted/recommended increasing all state judge salaries in 2016 and 2018 and again in 2019, thus increasing DA’s salaries. This budget adjustment allows for 14 weeks at the current rate of $3,846.15 and 38 weeks at the new rate of $3,900, or $202,800 annually.

This resolution is requested to amend the salary of the District Attorney in accordance with Judiciary Law §183-a. This adjustment is retroactive, beginning on April 1, 2019.


Submitted By: Heather Orth
Title: Confidential Assistant to the District Attorney
April 1, 2019 DISTRICT ATTORNEY SALARY INCREASES
(For the 57 Counties Outside of New York City)

From the December 2015 Final Report on Judicial Compensation by the Commission On Legislative, Judicial And Executive Compensation, here are the new salaries:

1. For District Attorneys\(^1\) whose salaries are tied to the NYS Supreme Court Justice salary, your salary as of April 1, 2019 is $210,900. Beginning April 2019 Supreme Court justices' salaries are $210,900\(^2\).

2. For District Attorneys whose salaries are tied to the County Court judge salary, your salary as of April 1, 2019 is $200,400 or greater.\(^3\) Formula is 95% of the 2019 Supreme Court Justice salary.
   So, \(.95 \times 210,900 = 200,355\), which gets rounded up to the nearest $100 to $200,400.

3. For counties that in 2015 had County Court Judges' pay fixed at more than 95% of the Supreme Court Justice Salary (Albany, Putnam, Ulster) the 2015 Commission decided that the percentage should remain the same and not be reduced to 95%. Your pay should be $202,717. \((.9612 \times 210,900 = 202,717\), which gets rounded up to the nearest $100, to $202,800\)

---

\(^1\) Erie, Monroe, Nassau, Suffolk, and Westchester, under Judiciary Law 183-a (populations exceeding 500,000)


\(^3\) County may set your salary higher.
**APPROPRIATIONS**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
<th>ANNUAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>A9 1165</td>
<td>District Attorney</td>
<td>2,047.00</td>
<td>195,531.00</td>
<td></td>
<td>District Attorney</td>
<td>202,500.00</td>
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<tr>
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<td>TOTAL APPROPRIATIONS</td>
<td>2,047.00</td>
<td>0.00</td>
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<td></td>
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</tbody>
</table>

**ESTIMATED REVENUES**

<table>
<thead>
<tr>
<th>ACCOUNT</th>
<th>RESOLUTION DESCRIPTION</th>
<th>INCREASE</th>
<th>DECREASE</th>
<th>UNIT COST</th>
<th>DEPARTMENT NAME</th>
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<tr>
<td>A9 1165</td>
<td>Health and Medici Insurance</td>
<td>2,047.00</td>
<td>0.00</td>
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<tr>
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<td>0.00</td>
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<tr>
<td></td>
<td>GRAND TOTALS</td>
<td>2,047.00</td>
<td>2,047.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
May 3, 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 and the Office of the Albany County Sheriff respectfully request authorization to apply for NYS Division of Homeland Security and Emergency Services Local FY2019 State Homeland Security Program (SHSP) and State Law Enforcement Terrorism Prevention Program (SLETPP) Funding. The County is eligible for $561,571.00 in FY2019 funding.

The SHSP and SLETPP annual funding opportunities support sustainment of existing capabilities and development of new capabilities. The funding will be used to support (1) sustainment of the Albany County Citizen Corps; (2) sustainment of Health Preparedness Planning; (3) enhancements to County cyber security; (4) to strengthen intelligence and information sharing capabilities; (5) to strengthen counter terrorism and law enforcement; and (6) furtherance of interoperable communication for the region. The County Executive and Sheriff will require separate contracts with NYS DHSES.

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

Sincerely

Daniel P. McCoy
Albany County Executive

cc: Hon. Craig Apple, Albany County Sheriff
    Hon. Dennis Feehey, Majority Leader
    Hon. Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Permission to Apply for the SHSP FY19 Homeland Security Grant

Date: 4/24/2019
Submitted By: Michael Lalli
Department: County Executive’s Office
Title: Senior Policy Analyst
Phone: 518-447-5642

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

New
Submission Date Deadline 5/15/2019
☐ 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 Division of Homeland Security and Emergency Services
1220 Washington Avenue
State Office Campus
Building 7A Suite 710
Albany, NY 12242

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

Amount/Raise Schedule/Fee: $561,571
Scope of Services: The SHSP and SLETPP annual funding opportunities support sustainment of existing capabilities and development of new capabilities. The funding will be used to support (1) sustainment of the Albany County Citizen Corps; (2) sustainment of Health Preparedness Planning; (3) enhancements to County cyber security; (4) to strengthen intelligence and information sharing capabilities; (5) to strengthen counter terrorism and law enforcement; and (6) furtherance of interoperable communication for the region. Items 1 to 3 pertain to County Executive Departments and items 4 to 6 pertain to the Sheriff’s Office.

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

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

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

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

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

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

Term
Term: (Start and end date) TBD
Length of Contract: 36 months

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

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

Justification: (state briefly why legislative action is requested)
The Office of the Albany County Executive respectfully requests authorization to apply for NYS Division of Homeland Security and Emergency Services Local Application for FY2019 State Homeland Security Program (SHSP) and State Law Enforcement Terrorism Prevention Program (SLETPP) Funding. The County is eligible for $651,571 in FY2019 funding.

Funding will be used for a variety of homeland security initiatives as has been the case for the past several years.
Good Afternoon,

FEMA has released the FY2019 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO), to include the State Homeland Security Grant Program (SHSP). I am pleased to inform you that the Albany/Schenectady/Troy Urban Area is allocated $1,682,851 under the FY2019 SHSP (to include SLETPP). Funding for this grant is provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA). The New York State Division of Homeland Security and Emergency Services (DHSES) will administer this funding on behalf of FEMA. New York State’s application to FEMA is due by May 29, 2019.

The allocation and expenditure of these funds is for the benefit and protection of all residents in the region; therefore, an inclusive and collaborative approach between counties and cities is required. Once consensus is reached, individual partners should develop their own applications for submission to DHSES. Please remember, Federal guidelines require that 25 percent ($420,713) of your total allocation be directed to law enforcement terrorism prevention activities. These activities should be consistent with the efforts of your local Counter Terrorism Zone (CTZ).

Please find attached the FY2019 SHSP-SLETPP Program Guidance and associated application worksheet. Your application for the FY2019 SHSP-SLETPP grant programs will be due to DHSES on May 15, 2019. Please send your completed application to grant.info@dhses.ny.gov. DHSES will issue formal award letters once we have completed our application to FEMA.

If you have any initial questions regarding this process, please don’t hesitate to reach out.

Thank you in advance for your assistance and we appreciate your patience given the time table FEMA has set.

Shelley Wahrlich
Director of Grants Program Administration

NYS Division of Homeland Security & Emergency Services
1220 Washington Avenue, State Campus Building 7a
Albany, New York 12242
(518) 402-2123 (secretary Christine Houck) | shelley.wahrlich@dhses.ny.gov
www.dhses.ny.gov
May 15, 2019

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

Dear Chairman Joyce:

The County of Albany has received a $125,000 New York State Department of Transportation Multi-Modal Grant to support the installation of a new traffic signal at the intersection of Albany Shaker Road and Shaker El, as well as coordination of adjacent signals on Albany Shaker Road. Intersection improvements at Shaker El, including the addition of a traffic signal, were recommended to address safety and traffic concerns in the recently completed Albany Shaker Road Corridor Study. The signal will address safety and congestion issues related to school traffic while maintaining traffic flow on Albany Shaker Road.

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

Sincerely,

Daniel P. McCoy
Albany County Executive

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

Description (e.g., Contract Authorization for Information Services):
Requesting Authorization to Enter into an Agreement with NYS Department of Transportation to receive Multi-Modal Funding

Date: 4/5/19
Submitted By: Lucas Rogers
Department: Office of the County Executive
Title: Senior Policy Analyst
Phone: 518-447-7040
Department Rep. Lucas Rogers/Lisa Ramundo
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

Party (Name/address):

NYS DOT
50 Wolf Road
Albany, NY 12232

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

Amount/Rease Schedule/Fee: $125,000
Scope of Services:
Install Traffic Signal at Albany Shaker Road and Shaker El

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: D5110 - 02770
Revenue Amount: $125,000

Appropriation Account and Line: D5110 - 44046
Appropriation Amount: $308,120

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: 40.5
County: 59.5
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 5/15/2019 - 5/14/2020
Length of Contract: One Year

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

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

Justification: (state briefly why legislative action is requested)
The County of Albany has received a $125,000 New York State Department of Transportation Multi-Modal Grant to support the installation of a new traffic signal at the intersection of Albany Shaker Road and Shaker El, as well as coordination of adjacent signals on Albany Shaker Road. Intersection improvements at Shaker El, including the addition of a traffic signal, were recommended to address safety and traffic concerns in the recently completed Albany Shaker Road Corridor Study. The signal will address congestion issues related to school traffic while maintaining traffic flow on Albany Shaker Road.
March 19, 2019

Lisa Ramundo  
Commissioner Albany County DPW  
449 New Salem Road  
Voorheesville, NY 12186

RE: Master Multi-Modal Agreement,  
1MA405.30A, D025878

Dear Ms. Ramundo,

Enclosed is the proposed Master Multi-Modal agreement required for enactment by your municipality.

Instructions:

(A) We have provided you with a single copy of the standardized Federal Local Agreement language. Please keep this document for your records.

(B) We have provided you with 5 (five) copies of the relevant Schedule A, please sign and return all 5 (five) original signature copies to this office.

(C) We have provided you with 5 (five) copies of the necessary signature page. Please return all 5 (five) original signature copies to this office. You will get a single original of this page returned to you once the contract is executed by the necessary State officials.

If you have any questions regarding this correspondence, please contact me at 518-485-1715 or Lorenzo.DiStefano@dot.ny.gov.

Sincerely,

Lorenzo DiStefano, P.E.  
Regional Local Project Liaison  
Program Development and Management  
Region One

LD:ddl  
Enclosures
Master Municipal Multi-Modal (MM) Capital Project(s) Agreement
For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where
a State Comptroller (OSC) approved contract is required
[Note: A separate contract is required for each individual Multi-Modal Program source]

NYS COMPTROLLER'S CONTRACT NO. D025878

THIS AGREEMENT made this ______ day of ____________________ 2019, is between the
New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and the County of Albany (the Sponsor), with offices at 449 New Salem Road, Voorheesville, NY 12186, to provide for the reimbursement of costs incurred by the municipality for the construction, reconstruction, improvement, reconditioning and preservation of a project or projects included in Schedule A or Supplements to Schedule A within the Multi-Modal Programs, consisting of one or more County, Town, City, and Village road, highway, parkway, bridge or aviation capital project or projects, as described for the purposes of this agreement in Schedule A or Supplements to Schedule A hereto (the "Project"). The amount of NYSDOT’s funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A.

WITNESSETH:

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs that may fund eligible project costs through the bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:
(1) the service life of each individual Project is ten (10) or more years, regardless of mode; and
(2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and
(3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Lay-out Plan.

NOW THEREFORE, the parties agree as follows:

1. **Documents Forming this Agreement.** The agreement consists of the following:

   Agreement Form - this document titled Master Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required;
   
   Multi-Modal Program Schedule "A" - Detailed Individual Project Description(s) and Funding; and
   
Appendix "A-1" — Supplemental Title VI Provisions (Civil Rights Act)

2. **Work, Maintenance & Operation.** Sponsor shall render all services and furnish all materials and equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.

3. **Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs.** Subject to compliance with this Agreement, NYSDOT agrees to authorize reimbursement of individual Project costs identified in the applicable Schedule A or Supplements to Schedule A attached hereto in an amount not to exceed the lesser of the indicated MM program funding amount or actual Eligible Project Costs, as defined below. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. **Contractor obligations or expenditures that precede the start date of the agreement shall not be reimbursed.** To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to §3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years; and, (c) must be submitted for reimbursement to NYSDOT no later than 15 months after the date the original expenditure is paid in order to comply with Federal Tax Law (26 CFR 1.150-2 (d)(2)(i)), which governs the tax-exempt bonds issued to fund Multi-Modal projects.

3.1. **Eligible Costs.** Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

3.2. **Sponsor Debt Service.** Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.

4. **Payment.** Payments hereunder shall be as follows:

4.1. **Payment Upon Completion.** The State has no obligation to make payment until all required approvals, including the approval of the Attorney General and State Comptroller, have been obtained. Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of
work accomplished, local expenditures made, and the submission of duly completed payment requests and certifications in a form approved by NYSDOT, including such information as NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

4.2. Periodic Reimbursement. If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.

4.3. Certifications. In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor’s design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued for such purposes.

4.4 Electronic Contract Payments. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller’s website at www.osc.state.ny.us/epav/index.htm, by E-mail at epunit@osc.state.ny.us; or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5. Ethics Considerations. In addition to Sponsor’s conforming with the applicable provisions of Public Officers Law ’73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law ’806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor’s governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval thereof from NYSDOT.
6. **NYSDOT Performance Review.** NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. **State Recovery of Ineligible Reimbursements.** NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

8. **Contract Executory.**

8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.

8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

9. **Sponsor Liability.**

9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.
10. **No Assignment or Transfer of Contract.** Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

11. **Independent Contractor.** The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

12. **Disqualification and Damages.** If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

13. **Term of Agreement.** As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefore are eventually enacted.

14. **Reporting Requirements.** The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

15. Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

16. **Compliance with legal requirements.** Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

   16.1 **New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts,** including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A
requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.
16.2 New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate application information related to the project to ensure compliance with the Act.

16.3 New York Transportation Law, Section 427, Equal employment opportunity program, including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement.

16.4 Extended Records Retention Requirements. To ensure that NYSDOT meets certain requirements under the Code of Federal Regulations, Part 26, and to ensure that NYSDOT may authorize the use of funds for this project, notwithstanding any other provision of this Contract to the contrary, the Sponsor must retain the following documents in connection with the Projects:

a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property financed with proceeds of the bonds; and

b. Documents, if any, evidencing the sale or other disposition of the financed property.

The Sponsor covenants to retain those records described above, which are used by the Sponsor in connection with the administration of this Program, for thirty-six (36) years after the date of NYSDOT's final payment of the eligible project costs(s).

Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this agreement.

17. Compliance with procedural requirements. Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.

18. Notice Requirements.

18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.

18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.
18.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

18.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.
IN WITNESS WHEREOF, NYSDOT has caused this Agreement to be signed by its authorized representative and Sponsor has caused this Agreement to be signed by its duly authorized officer, to be effective on the date first written above.

Sponsor:

BY: ___________________________

TITLE: __________________________

DATE: __________________________

New York State Department of Transportation:

BY: ___________________________

for the Commissioner of Transportation

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

DATE: __________________________

Sponsor ACKNOWLEDGMENT

STATE OF NEW YORK )

) ss.: COUNTY OF ALBANY )

On this _____ day of __________ in the year 20__, before me, the undersigned, personally appeared ________________ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, acknowledged to me that he/she is the __________________ of the _______ , executed such instrument in his/her capacity pursuant to authority duly vested in him/her by ______________________ and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed this instrument.

_____________________________________

Notary Public

__________________________________________________________________________

APPROVED AS TO FORM: APPROVED:

BY: ________________________________ BY: ________________________________

New York State Attorney General For the State Comptroller pursuant to Section 112, State Finance Law
Master Municipal MULTI-MODAL  SCHEDULE A

(This Schedule may not be used where other Multi-Model, State or Federal funding sources co-exist)

1. Name of Municipal Project Owner: County of Albany

2. Project Title: Installation of new traffic signal at Albany Shaker Road/Shaker Elementary Intersection & Integration of signals on Albany Shaker Road.

3. MM Project ID#: 1MA405.30A  MM Program ID: MM#4

4. Maximum MM Project Reimbursement (under this Agreement): $125,000.00

5. MASTER Municipal MM OSC Contract #: D025878

6. Municipal Contact:
   Name/Title: Lisa Ramundo/Commissioner
   Organization: Albany County DPW
   Address: 449 New Salem Road
   City/State/Zip: Voorheesville, NY 12186

7. Project Location: Albany County  Route/Name: Albany Shaker Road

   From: Albany Shaker Road/Shaker Elementary Intersection  To: N/A

8. Project Description/Scope: Installation of a traffic signal at Albany Shaker Road/Shaker Elementary intersection and coordination of adjacent signals on Albany Shaker Road

9. Project Schedule Beginning Date: 02/19/2019  Project Ending Date: 08/31/2024

10. Project Cost Summary:

<table>
<thead>
<tr>
<th>SUMMARY COST TOTAL:</th>
<th>State Multi-Modal Funding under this Schedule A</th>
<th>Local Funding (Insert Zero if None)</th>
</tr>
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<tbody>
<tr>
<td>$308,120.00</td>
<td>$125,000.00</td>
<td>$183,120.00</td>
</tr>
</tbody>
</table>

11. Eligible Project Type: (Please check one)
    - Highway Resurfacing
    - Bridge Rehabilitation
    - New Highway Construction
    - New Bridge Construction
    - Highway Reconstruction
    - Bridge Replacement
    - Interchange Const./Reconstruction
    - Intersection Improvement
    - Aviation (Is this project consistent with an approved Airport Layout Plan)?
      - Yes
      - No
    - Other (Please explain):

12. Signature of responsible Local Official: ________________________________ Date: ________________________________

13. Please print your Name & Title here: Lisa Ramundo / Commissioner

14. Please list your area code & phone number here: 518-655-7902
CHAPTER 5

Alternatives Evaluations

Corridor Issues and Improvement Evaluation Approach

Based on the public feedback, and input from the SSC and SAC, transportation improvements were developed to address concerns identified, or to enhance the character of the corridor. In many instances, the concerns were related to safety and quality of life. Below (in no particular order) are the issues/concerns identified during the study process, which became the focus for the mitigation measures developed:

- Traffic volumes, congestion from traffic and the travel speeds in the corridor
- Safety for pedestrians, bicycles and vehicular traffic, particularly at the higher crash locations
- Side street or parallel street traffic volumes and speeds
- The Crossings (The Town Park) – the traffic associated with peak use times and events
- The lack of pedestrian and bicycle accommodations, particularly for crossing Albany Shaker Road and for bicycles at intersections
- Access to and from side streets and driveways

The descriptions below summarize the mitigation measures evaluated to address the six issues/concerns listed above:

- Reduction of posted speed limit on Albany Shaker Road of 5 to 10 mph
- Installation of traffic calming features on side streets to discourage or slow down through traffic
- Enforcement on Albany Shaker Road and side streets to keep drivers traveling at or below the posted speed limit
- Improved and/or alternative access to The Crossings
- Additional sidewalks along Albany Shaker Road, considering two primary options:
  - Continuous sidewalks on both sides of Albany Shaker Road from The Crossings to Everett Road
  - Continuous sidewalk on one side of Albany Shaker Road from The Crossings to Everett Road

Balance alleviating congestion with enhancing the character of the corridor. With single family residential being the primary land-use along the corridor, increasing traffic capacity may have a negative impact on the livability of the corridor.
• Improved pedestrian crossings along the Albany Shaker Road corridor at the following locations:
  • The Crossings/Emerick Lane
  • Maria Drive/Marlie Parkway
  • Shaker El
  • Osborne Road
  • Everett Road

• Safety improvements at locations with the higher concentrations of crashes, which for this corridor are at the intersections below:
  • Everett Road intersection
  • Osborne Road intersection and the Albany Shaker Road approaches to the Osborne Road intersection
  • Maxwell Road intersection
  • Installation of a raised median on Albany Shaker Road between Maxwell Road and Wolf Road
  • Median center turn lane

The same procedures that were applied for the traffic operational analysis for the existing conditions in Chapter 2 and background traffic analysis in Chapter 4 were applied here to assess and compare the estimated future operational effects of the different alternatives. The intersection evaluations for the study intersections were conducted using Synchro 8 software, which automates the procedures contained in the 2010 Highway Capacity Manual (HCM). Where peak hour analysis is applicable, the analysis focuses on the PM peak hour as the highest traffic volume time. Similar to the approach in Chapter 2, the assessment of the above mitigation measures includes other criteria considering the multi-modal nature of this corridor. Each alternative was evaluated using the following criteria:

• Intersection operation - HCM procedures used in Chapter 2
• Safety – considering FHWA crash reduction factors

Livability Consideration

Based on the study objectives, feedback from the Town Comprehensive plan update process and CDTC's New Visions 2040 principles, increasing capacity to address traffic congestion does not result in the desired outcome. Decreasing congestion by increasing capacity has a negative impact on the livability of the corridor, and in the case of Albany Shaker Road will continue to accommodate the almost 40% of through traffic that travels the corridor with origins and destinations not in the corridor. In addition, improvements that reduce peak hour congestion by increasing peak hour capacity often result in higher travel speeds outside of the peak travel periods. Understanding that the intersections control the capacity of the corridor, the mitigation measures are focused on addressing the safety at these locations and improved capacity through efficiency within the existing pavement width. The specific safety proposals are described in the Safety Improvements section.
• Bicycle Accommodations – BLOS approach used in Chapter 2
• Pedestrian Accommodations – PLOS used in Chapter 2
• Livability consideration – following the CDTC guidelines in Appendix B (see Livability Consideration text box)
• Cost – order of magnitude conceptual level construction costs

Chart 5.1 below illustrates the typical hourly traffic volume variations in the Albany Shaker Road corridor; the important takeaway from this chart is that practical capacity threshold in each direction of a one lane road is 1,250 vehicles per hour. This capacity threshold is approached during the two peak travel periods in the peak direction. The remainder of the day adequate capacity exists to accommodate the existing and anticipated future traffic demands.

Chart 5.1 - Hourly Traffic Variations

Hourly Traffic Variations (Typical Weekday)
Albany Shaker Road
Osborne Rd to Wolf Rd

Legend
Traffic Demand
Existing 2016 Demand
--- WB
--- EB
Below is a summary of the proposed mitigation measures and an assessment of each. The assessment includes a measure of effectiveness graphic to illustrate how the mitigation measure addresses the criteria established in Chapter 2 to assess the corridor. Below is a description of how to interpret the graphic:

- For the evaluation of Safety, Pedestrian and Bicycle Accessibility, Congestion/Operation and Livability the following approach was used:
  - 🟢 Similar to existing conditions
  - 🔴 Less favorable than existing conditions
  - 🔹 Improvement over existing condition

- For cost, the assessment is more quantitative:
  - 🟢 Circle empty – less than $250,000
  - 🔴 Circle one quarter full- $250,000 to $750,000
  - 🔹 Circle half full- $750,000 to $1,500,000
  - 🔻 Circle three quarters full- $1,500,000 to $3,000,000
  - 🔵 Circle full – Greater than $3,000,000
Speed Limit Reduction

The majority of the public and members of the committees supported the idea to lower the posted from 40 mph to 30 mph. Speed is an important characteristic of a corridor, as speed limit reduction measures are part of the Complete Streets elements that can improve safety and quality of life consistent with the goals of this Study. [http://nacto.org/publication/urban-street-design-guide/design-controls/design-speed/](http://nacto.org/publication/urban-street-design-guide/design-controls/design-speed/)

Over the length of the corridor (2.4 miles) a reduction in travel speed of 10 mph (40 mph to 30 mph) will result in an additional 72 seconds during free flow.

The FHWA Methods and Practices for Setting Speed Limits notes that the 85th percentile speed method is the most commonly used approach, but also recognizes the Expert system approach, which uses a model developed by FHWA (USLIMITS2) and considers other factors to determine an appropriate speed limit for all roadway users. A preliminary USLIMITS2 analysis for this Planning Study shows that the Albany Shaker Road corridor may justify a lower speed limit under its current configuration (30 MPH).

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30-35 MPH

Driver’s peripheral vision
Stopping distance
Crash risk

---

40+ MPH

Driver’s peripheral vision
Stopping distance
Crash risk

As a driver’s speed increases, his peripheral vision narrows severely.²
As illustrated on page 42, and in the referenced document, the safety benefits of reducing the speed of vehicles traveling the corridor can be quantified. The peripheral vision impact of lower speeds on a corridor like Albany Shaker Road is directly related to the improved livability for residents along the corridor. The recommendation of this Study is to pursue a reduced posted speed limit from 40 mph to 30 mph, with the intent of lowering the 85th percentile speed 5 mph or more. Two additional recommendations complement the reduced posted speed:

- Increased speed enforcement by Colonie Police Department
- Driver feedback signs that educate the driver on their own travel speed and allow them to self-enforce
- Both of these approaches have proven benefits independently resulting in travel speed reductions of 5-10 mph on corridors in the Capital District

Assessment — relative to Measures of Effectiveness:

- Safety – Crash Reduction Factor (CRF) for reducing mean speed by 15% through speed limit change and enforcement – 15% reduction on PDO and 22% on injury crashes
- Pedestrians – accommodations remain relatively the same with no direct impact, but level of comfort is improved
- Bicycles – the level of service is improved with the reduction of speed
- Congestion – no noticeable change as during the higher demand periods the travelling speed is closer to the proposed speed limit (30 to 35 mph)
- Livability – since speed is one of the recommended mitigation measures, livability improves
- Cost – new speed limit signs, driver feedback signs, and speed enforcement are low cost, approximately $40,000
- Short-term implementation

This improvement will require the Town Board to pass a resolution to change the speed limit and will be a shared cost between Town and County.
Traffic Calming on Side Streets

Albany Shaker Road is a component of the east/west transportation network in the study area; therefore, changes on Albany Shaker Road could have impacts on the adjacent parallel streets. As pointed out at the public meetings and by the study Committees, there is a concern with increases in traffic volumes on these adjacent parallel streets. To address the concern, the Study is recommending that the Town consider installing traffic calming treatments and increase the speed enforcement on adjacent parallel streets. Both tactics will reduce the attractiveness of using the local roadway networks for regional trips as an alternative to roadways that are intended to serve regional traffic. The specific locations identified for these treatments include, but are not limited, to the following:

- Campagna Drive/Marie Parkway
- Emerick Lane/Briarwood Road
- Danielwood Drive
- Loudon Parkway

Based on feedback from the Town and public the following treatments should be considered:

- Tighten street geometry to reduce travel speeds with the intent of making these alternative routes less desirable
- Adding additional traffic control signs and features based on the Town's experience on their other facilities. The speed reduction treatments identified for Albany Shaker Road should be included in the considerations
- Increased enforcement, like Marie Parkway, which the Colonie Police Department and public mentioned

Assessment – relative to Measures of Effectiveness:

- Safety – crash reduction factors 15% for reducing mean speed and reducing traffic
- Pedestrians – accommodations remain relatively the same with no direct impact, but level of comfort is improved, and with less traffic the potential conflicts are reduced
- Bicycles – the bicycle level of service is improved with the reduction of speed
- Congestion – congestion/operation on side streets is improved with less traffic on the routes where traffic calming is installed and where enforcement is increased
- Livability – since speed is one of the recommended mitigation measures, livability improves
- Cost – new speed limit signs traffic calming treatments, and speed enforcement are low cost, approximately $10,000 to $40,000
- This will be a short-term/medium-term Town initiative
Improved Access to The Crossings Town Park

The Crossings Town Park was identified by the members of the committees and through public input as an amenity, but also as a major concern, particularly related to traffic and the operation of the Albany Shaker Road intersection with The Crossings driveway/Emerick Lane during peak park use times. Two mitigation measures were considered to address these concerns:

- Improvements to the primary access to the park, located across from Emerick Lane:
  - Modify the traffic signal timings, traffic signal phasing and add a left turn lane on Albany Shaker Road to turn into the park. An opposing left turn lane would also be added to turn onto Emerick Lane.
  - A mini roundabout was also considered at this location, but was dismissed from further consideration based on anticipated cost, and right-of-way impacts.
  - Enhancing the Metro Park Road access to The Crossings, including improved wayfinding signage to increase the awareness and additional parking at this location to improve user confidence that the chances of available parking is increased.

In August of 2017, a westbound left turn traffic signal phase was added to the existing traffic signal at the Albany Shaker Road intersection with The Crossings’ Driveway/Emerick Lane. This provided vehicles traveling westbound with the intent of entering the park a protected phased to make the left turn into the Crossings. This improved the westbound traffic flow during the peak park entering times, but decreased the capacity of the eastbound traffic and created increased delay for vehicles leaving Huntleigh Drive intending to go eastbound. It is recommended that this improvement remain in place, but the times of operations and length of the left turn phase be monitored to reduce the negative impacts on other users.

The installation of eastbound and westbound left turn lanes at this intersection should be pursued, but as a long-term improvement. The operational benefits during the peak park entrance times will be an improvement over the above left turn traffic signal phase alternative, but the negative impacts will include impacts to adjacent property owners, increased travel speeds and increased corridor capacity. Increased speeds and traffic capacity will have a negative impact on the quality of life for the residents that live on or adjacent to the corridor.

Assessment – relative to Measures of Effectiveness:

- Safety - the addition of left turn lanes have a crash reduction factor of 15%
- Pedestrians – pedestrian accessibility will remain same, but some concern with increased crossing length (additional lane)

Measures of Effectiveness for Improved Access to The Crossings

<table>
<thead>
<tr>
<th>Measure</th>
<th>Effectiveness</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
<td>+</td>
</tr>
<tr>
<td>Pedestrian Accessibility</td>
<td>-</td>
</tr>
<tr>
<td>Bicycle Accessibility</td>
<td>-</td>
</tr>
<tr>
<td>Congestion/Operation</td>
<td>+</td>
</tr>
<tr>
<td>Livability</td>
<td>-</td>
</tr>
<tr>
<td>Cost</td>
<td>-</td>
</tr>
</tbody>
</table>
- Bicycles – no change in bicycle accessibility as long as 5 foot shoulders are maintained
- Congestion – addition of left turn lanes will increase capacity through the intersection
- Livability – the increased capacity will allow more traffic to flow, in addition, the widening of Albany Shaker Road will put cars closer to residents
- Cost – moderate cost associated with construction of left turn, relocation of sidewalks and possibly the relocation of the traffic signal, approximately $500,000 to $1,000,000
- Potential funding sources include Congestion Mitigation Air Quality (CMAQ) and/or Airport Generic Environmental Impact Statement (GEIS)

Enhancing the Metro Park Road access is recommended in the short-term. This would include the construction of over 70 new parking stalls and the installation of way-finding signage to increase awareness of the parking accommodations and make it easier for visitors to find. It is also recommended that the Town/Park website be updated to recommend this access for visitors coming from the south and west.

Additional access to The Crossings Park via West Heathstone Drive/Windsor Drive, located on the south end of the park.

During Public Information Meeting #2 this alternative was discussed and dismissed because the residential nature of these roadways and the available access on Metro Park Road.

Another mitigation measure that was under consideration was the installation of a road that would connect the existing park access to Albany Shaker Road to Metro Park Road. The intent of this connector is to alleviate the congestion at the The Crossings intersection with Albany Shaker Road. The Study Advisory Committee agreed that they did not want to consider an access that connected Metro Park Road through the Park to Albany Shaker Road because of the concern of potential cut-through traffic.

Assessment – relative to Measures of Effectiveness:

- Safety – no measurable improvement
- Pedestrians – remain same – no direct impact
- Bicycles – remain same – no direct impact
- Congestion – improved operation of main access through diverting traffic to Metro Park Road
- Livability – remain same – no direct impact
- Cost – developer improvement, no cost to Town
- Short-term implementation

<table>
<thead>
<tr>
<th>Measures of Effectiveness for Improved Access from Metro Park Road</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
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<tr>
<td>Pedestrian Accessibility</td>
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<tr>
<td>Bicycle Accessibility</td>
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<tr>
<td>Congestion/Operation</td>
</tr>
<tr>
<td>Livability</td>
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<tr>
<td>Cost</td>
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</tbody>
</table>
Additional Sidewalks along Albany Shaker Road

This Study evaluated the addition of sidewalks on both sides of Albany Shaker Road between The Crossings Driveway and Everett Road. Currently the sidewalk exists only on one side or the other for this section of Albany Shaker Road. The proposed sidewalk will be a tight fit within the existing right-of-way, similar to the existing sidewalk, requiring adjustments to sign locations and mailbox placement. Several locations where features, such as ravines and steep side slopes, will require the acquisition of right-of-way to accommodate the construction of the new sidewalks. The addition of the sidewalks is consistent with the Committee's objectives, input received during the Town Comprehensive plan update, and much of the public input received to date. At the second public information meeting, the following two concerns were expressed regarding the additional sidewalks:

- The additional sidewalks on Albany Shaker Road are desirable, but not before pedestrian accommodations are provided on streets that currently have no pedestrian accommodations. The commenters pointed out that Albany Shaker Road has continuous pedestrian accommodations the length of our study area, while streets like Maxwell Road do not have adequate shoulders or sidewalks.
- With the recommendations to improve existing and add new locations for pedestrians to cross Albany Shaker Road, the need for continuous sidewalks on both sides is reduced.

These comments were added to the evaluation, as they provide merit when looking at the big picture of improved pedestrian connectivity in the Town and responsible use of limited funding for pedestrian accommodations. For the purpose of this study, the recommendation remains valid to provide sidewalks on both sides of Albany Shaker Road for the length of the study area, but the priority/timing of implementation should consider the comments above.

Benefits of sidewalks include improved connectivity between pedestrian origins and destinations along the corridor, particularly access to The Crossings and retail destinations. In addition, increased pedestrian accommodations would enhance the existing transit service along the corridor.

Assessment – relative to Measures of Effectiveness:

- Safety – the addition of sidewalks will provide a safer area for pedestrians to walk along the corridor, particularly when entering the corridor mid-block. The crash reduction factor for new sidewalks is above 75%
- Pedestrians – improved accessibility with new sidewalks
- Bicycles – small improvement with eliminating the potential conflict when pedestrians and bicycles are sharing the shoulder

<table>
<thead>
<tr>
<th>Measures of Effectiveness for Additional Sidewalks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Safety</td>
</tr>
<tr>
<td>Pedestrian Accessibility</td>
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<tr>
<td>Bicycle Accessibility</td>
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<td>Congestion/Operation</td>
</tr>
<tr>
<td>Livability</td>
</tr>
<tr>
<td>Cost</td>
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</tbody>
</table>

Albany Shaker Road Corridor Study
• Congestion – no noticeable change in corridor capacity, although the public expressed an interest in walking instead of driving, if the pedestrian accessibility is improved
• Livability – improved livability, as they are desirable by the residences along and adjacent to the corridor
• Cost – it will cost approximately $2-3 million to make sidewalks continuous on both sides of Albany Shaker Road between the Crossings and Everett Road, or approximately $1-1.5 million to provide continuous sidewalk on one side or the other
• Potential Funding – Transportation Alternatives Program or CMAQ

Additional Pedestrian Crossings on Albany Shaker Road

With origins and destinations on both sides of Albany Shaker Road, the demand for pedestrian crossings at existing and new locations has increased. Based on the guidance in the FHWA and AASHTO recommendations (in text box shown below) the locations for pedestrian crossings were evaluated.

SPACING GUIDANCE FOR PEDESTRIAN CROSSINGS

Based on the NYS Vehicle and Traffic Law, pedestrian crossing demand should be assumed at all intersecting public streets, and unmarked crosswalks exist at these locations. Pedestrian crossings during busy times can be a challenge at these unmarked locations, and walking distances to the nearest protected pedestrian crossing can be long (approximately 1/3 mile) for someone near the central part of the corridor (i.e. near Marie Parkway).

According to the New York State Highway Design Manual (NYS HDM) Section 18.7.1.1 Pedestrian Street Crossing Dynamics, walking distances and suggested spacing of crossings is as follows:

“Based on FHWA research and AASHTO guidance, 1 mile is recognized as the maximum walking distance that most healthy/able-bodied people would be willing to undertake. However, the research also states that the majority of pedestrian trips are 1/4 mile in length. Subject to good engineering judgment, 1/4 mile is an appropriate average distance for accommodating “most” pedestrians of all abilities, outside of high-pedestrian traffic zones. In high-pedestrian traffic zones, or central business/walking districts, pedestrian crossings spaced between 330 ft. to 500 ft. apart would be reasonable and may correspond with the typical block lengths in high-pedestrian traffic zones. Suggested spacing of crossings are as follows:

• Central business/walking districts – from 330 ft. to 500 ft. apart and based on density.
• Urban or suburban residential/retail areas – based on density/land use and not to exceed 1/4 mile. (1600 ft.)
• Low-density rural centers/seasonal use areas – as needed. It is easier to find crossable gaps.

The maximum distance that people with disabilities should reasonably be expected to divert from their intended path would be between 165 ft. and 250 ft.”
Below is a list of locations where improvements should be considered at existing pedestrian crossing locations:

- The Crossings/Emerick Lane
- Marie Parkway
- Shaker El
- Osborne Road
- Everett Road

The **Crossings/Emerick Lane intersection** – add a striped crosswalk, ADA ramps, pedestrian signal heads and push buttons on the west leg of the intersection. The addition of this crossing will provide full accommodations on all approaches. The traffic signal timings currently accommodate an “all pedestrian phase”, meaning all vehicular traffic is stopped when any of the pedestrian buttons are pushed.

**Assessment – relative to Measures of Effectiveness:**

- Safety – currently no crash history, but this will provide safer accommodations for pedestrians, crash reduction factor for pedestrian accommodations at signalized intersection is 25% for pedestrian crashes
- Pedestrians – improved pedestrian accessibility
- Bicycles – remain same, no improved accommodations
- Congestion – remain same, no impact
- Livability – improved
- Cost – new crosswalks and pedestrian signal heads on one leg of intersection are low cost, approximately $30,000
- Potential funding – Pedestrian Safety Action Plan (PSAP)

The **Marie Parkway intersection** traffic signal currently does not have any pedestrian accommodations. The recommendation at this intersection is to add striped crosswalks, ADA ramps, pedestrian signal heads and push buttons on all four legs of the intersection. It is anticipated that the existing traffic signal poles will remain in place, but the controller will need to be upgraded. There is also an opportunity to reduce the length of the crosswalk on Maria Drive, by removing the median, and tightening the radius on the corner by the firehouse.
Assessment – relative to Measures of Effectiveness:

- Safety – the addition of pedestrian accommodations will improve the safety for pedestrians. The crash reduction factor for pedestrians accommodations at a traffic signal are 25% for pedestrian crashes
- Pedestrians – improved pedestrian accessibility
- Bicycles – remain same, no improved accommodations
- Congestion – slight increase in vehicle delay when pedestrians are crossing
- Livability – Improved
- Cost – assuming the traffic signal will remain, the upgrade to accommodate the new crosswalks and pedestrian signal heads on all four legs of intersection are low cost, approximate cost $40,000 - $200,000
- Potential Funding – PSAP

The Shaker El intersection is a stop-controlled intersection (Stop sign on Shaker El approach) with an uncontrolled crosswalk on the west leg of the intersection. The recommendation is to install a traffic signal with striped crosswalks, ADA ramps, pedestrian signal heads and push buttons on all three legs of the intersection. In addition to improving the pedestrian accommodations at this location, the traffic signal will also improve traffic exiting the elementary school, a concern noted during the public meetings.

A roundabout and mini roundabout were considered at this location, but were dismissed because of cost and right-of-way impacts.

Understanding the installation of the traffic signal is a mid to long-term investment, below are some short-term, less costly alternatives:

- Add crosswalk striping on the side street
- Bring more attention to the uncontrolled crosswalk on located on the west leg of the intersection (crossing Albany Shaker Road), which should follow the NYSDOT guidance from the Pedestrian Safety Action Plan. Considerations in this plan would be:
  - Improved signs and striping
  - Pedestrian actuated flashing beacons
Assessment – relative to Measures of Effectiveness:

- Safety – the addition of the traffic signal will improve the safety for pedestrian crossings and for traffic exiting the Shaker EI. The crash reduction factor for the traffic signal and improved pedestrian accommodations are 25% for pedestrian crashes and 20% for new traffic signal for all types of crashes
- Pedestrians – improved pedestrian accessibility
- Bicycles – remain same, no improved accommodations
- Congestion – remain same, no impact
- Livability – improved
- Cost – to install a traffic signal and pedestrian accommodations for three legs of the intersection with sidewalk ramps and crosswalks will be moderate cost, approximately $30,000 to $300,000
- Potential Funding – Local funds, PSAP and/or developer mitigation

Measures of Effectiveness for Improved Pedestrian Accommodations at Shaker EI intersection

- Safety
- Pedestrian Accessibility
- Bicycle Accessibility
- Congestion/Operation
- Livability
- Cost

At the Everett Road intersection, the recommendation at this intersection is to add striped crosswalks, ADA ramps, pedestrian signal heads and push buttons on all four legs of the intersection, currently none exist.

Assessment – relative to Measures of Effectiveness:

- Safety – the addition of pedestrian accommodations will improve the safety for pedestrians. The crash reduction factor for pedestrians accommodations at a traffic signal are 25% for pedestrian crashes
- Pedestrians – improved pedestrian accessibility
- Bicycles – remain same, no improved accommodations
- Congestion – remain same, no impact
- Livability – improved
- Cost – assuming the existing traffic signal will remain, the upgrade to accommodate the new crosswalks and pedestrian signal heads on all four legs of Intersection are low cost, approximately $40,000 to $100,000
- Potential Funding – Developer mitigation in place and PSAP

Measures of Effectiveness for Improved Pedestrian Accommodations at Everett Road Intersection

- Safety
- Pedestrian Accessibility
- Bicycle Accessibility
- Congestion/Operation
- Livability
- Cost
At the **Osborne Road intersection**, the recommendation at this intersection is to add striped crosswalks, ADA ramps, pedestrian signal heads and push buttons on all four legs of the intersection. With pedestrian origins and destinations in all four quadrants of this intersection, pedestrian accommodations on the west and south legs are not adequate. In addition, the turning radii should be looked at on all four corners relative to the design vehicle with the intent of shortening the length of the existing and proposed crosswalks.

A roundabout was also considered at this location and dismissed as a short to medium term solution, but based on the unique benefits of the roundabout at this location, should be considered as a long-term solution. The roundabout considered at this location includes two lane entries on Albany Shaker Road, but one-lane exits. This layout would improve the overall capacity, but still serve to limit the flow and calm the traffic. The roundabout also provides improved pedestrian accommodations, with short crossings and reduced potential conflicts.

**Assessment – relative to Measures of Effectiveness:**

- **Safety** – the addition of pedestrian accommodations will improve the safety for pedestrians. The crash reduction factor for pedestrians accommodations at a traffic signal are 25% for pedestrian crashes
- **Pedestrians** – improved pedestrian accessibility
- **Bicycles** – remain same, no improved accommodations
- **Congestion** – remain same, no impact
- **Livability** – improved
- **Cost** – assuming the existing traffic signal will remain, the upgrade to accommodate the new crosswalks and pedestrian signal heads on all four legs of intersection and modify the curb radii are moderate cost, approximately $40,000 to $100,000
- **Potential Funding** – Developer mitigation funds and/or PSAP

**Measures of Effectiveness for Improved Pedestrian Accommodations at Osborne Road intersection**

- Safety [+]
- Pedestrian Accessibility [+]
- Bicycle Accessibility
- Congestion/Operation
- Livability [+]
- Cost

In addition to improvements to the above locations, the area on Albany Shaker Road between Osborne Road and Everett Road is longer than desired distance between pedestrian crossing locations (existing and proposed). A crossing near **Tipton Drive** will provide a reasonable access point for pedestrians to cross in each direction. With the Hindu Society, cultural center to the south, residential cluster on the north and bus stops on both sides of Albany Shaker Road a crossing at this location would serve multiple purposes. The sight distance at this location will need to be evaluated.
Assessment – relative to Measures of Effectiveness:

- Safety – an enhanced crosswalk will provide pedestrians with a safer crossing option
- Pedestrians – improved crossing
- Bicycles – remain same, no improved accommodations
- Congestion – remain same, no impact
- Livability – improved
- Cost – new signing, striping, and possible RRFB will be low cost, approximately $10,000 to $20,000

**Additional Bicycle Accommodations along Albany Shaker Road**

The Study also evaluated improvements for bicycle users, including the addition of a multi-use path on one side of Albany Shaker Road. The costs and right-of-way impacts resulted in the dismissal of this improvement from further consideration. The Study does recommend that the existing Share the Road markings and signs be replaced with “In Lane” signs per NYSDOT TSMI-13-07 to accommodate bicyclists at locations where the five-foot shoulder is reduced or eliminated, particularly at intersections.

Designating a formal bike lane along a road or highway in New York State requires a pavement width of four to six feet, according to NYSDOT’s Design Manual. Existing shoulder width along Albany Shaker Road varies from 4-6 feet (the shoulder widths are generally 6 feet on the curbed side, and 4 feet next to concrete gutter), but narrows to 2-3 feet along three sections of the roadway. Designating a continuous bike lane is not possible without widening in these locations. Evaluation of right of way impacts and engineering issues related to widening was part of the alternatives assessment process. In most cases, the need for widening and additional right-of-way resulted in the designation as a medium-term to long-term improvement. When evaluating all medium to long-term improvements, bicycle lanes shall be considered, including bike lanes through the signalized intersections. In the interim, as recommended above, the “In Lane” signs will be installed.

*There is the potential to improve bicycle accommodations at the Osborne Road intersection by re-striping and removing the striped median.*
Assessment – relative to Measures of Effectiveness:

- Safety – the addition of “In Lane” signs will increase driver awareness for bicycle users. At this time a crash reduction factor has not been confirmed
- Pedestrians – remain same, no impact
- Bicycles – improved accommodations at existing locations where five foot shoulders do not exist
- Congestion – remain same, no impact
- Livability – remain same, no impact
- Cost – new “In Lane” signs and pavement markings are low cost, approximately $10,000 to $20,000
- Potential Funding – Local Town and County

Measures of Effectiveness for Installation of “In Lane” Information

| Safety | + |
| Pedestrian Accessibility | + |
| Bicycle Accessibility | + |
| Congestion/Operation | + |
| Livability | + |
| Cost | + |

Safety Improvements

As illustrated in Figure 2.8 and Table 2.11, there are three locations where the crash rates are higher than the statewide crash rates for similar facilities. The three locations are:

- Maxwell Road intersection
- Osborne Road intersection, including the approaches on Albany Shaker Road
- Everett Road intersection

In addition to the recommendation to lower the posted speed limit from 40 mph to 30 mph, the following mitigation measures were identified based on the Federal Highway Administration crash reduction factors to alleviate the crash patterns observed in the five years of crash data provided by CDTC.

The relocation of Maxwell Road to the east away from Wolf Road, and the change of traffic control to a roundabout has improved the operation and safety of this intersection. There are additional opportunities to improve the
AVIATION ROAD EXTENSION AND EXIT 4 IMPROVEMENT

When developing the traffic volumes for the future scenarios, CDTC evaluated options with and without the Aviation Road Extension (from Marcus Boulevard to Albany Shaker Road) and reconstruction of Exit 4. The findings indicated that the combination of the two transportation projects did not change the traffic volumes on Albany Shaker Road east of the proposed Aviation Road connection. The findings did indicate a decrease in traffic on Maxwell Road north of Albany Shaker Road. This is a result of additional capacity on I-87 Northbound included in the Exit 4 reconstruction. This additional capacity reduces the benefit of bypassing the Exit 4 on ramp and using local roads, including Maxwell Road, to access I-87 further north.

Safety at this location that could be combined with the proposed construction of the south leg of the intersection (connection of Aviation Road). The primary improvements at this location are to restripe and sign the eastbound approach to one thru lane, which will eliminate the merge on the east side of the intersection and provide westbound traffic with a better indication if the eastbound vehicles are turning left in front of them or going straight. The intersection has been evaluated and this does not change operational level of service. Other minor improvements include signing that is consistent with the latest NYS guidance for roundabouts. While the preferred option may be to install a raised median, the operation could be tested with striping and cones.

Assessment – relative to Measures of Effectiveness:

- Safety – the change in lane configuration will reduce the right angle crashes
- Pedestrians – remain same, no improved accommodations
- Bicycles – remain same, no improved accommodations
- Congestion – remain same, no impact
- Livability – remain same, no impact
- Cost – if the restriping and signing changes occur with the addition of the connection to the Aviation Road extension, the cost will be moderate, approximately $100,000 to $200,000
- Potential Funding – Highway Safety Improvement Program (HSIP) and developer mitigation

Osborne Road Intersection – In addition to the reduced radii above, optimized traffic signal timings will improve the peak hour flow. It is also

Measures of Effectiveness for Safety Improvements at Maxwell Road Intersection

<table>
<thead>
<tr>
<th>Measure</th>
<th>Change</th>
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<tbody>
<tr>
<td>Safety</td>
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<tr>
<td>Pedestrian Accessibility</td>
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<tr>
<td>Livability</td>
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</tr>
<tr>
<td>Cost</td>
<td>-</td>
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</table>
anticipated that lowering the speed limit on the corridor will reduce the rear-end accidents. The other short-term improvement is to restrict left turns in and out of the adjacent driveways, which appear to be associated with some of the crashes on the Albany Shaker Road approaches to the Osborne Road intersection. There are also opportunities to improve traffic simultaneously, including clearance intervals and all-red times, and traffic signal equipment upgrades if the existing traffic can accommodate.

Assessment — relative to Measures of Effectiveness:

- Safety – the controlled access on the approaches and reduced speed will reduce the future crashes at this location. The crash reduction factor for these improvements of at least 10%
- Pedestrians – improved pedestrian accessibility
- Bicycles – remain same, no improved accommodations
- Congestion – remain same, no impact
- Livability – improved
- Cost – the modification of the driveway access points and reduction of speed limit are low cost, approximately $40,000 to $100,000
- Potential Funding – HSIP and/or developer mitigation

Long-term, a roundabout is a potential consideration at this location. A partial multi-lane roundabout will improve the safety and increase the capacity, while calming traffic during the off-peak travel periods. In this case, the proposal is to have two lane entrances on Albany Shaker Road and one lane exists. The current intersection layout is wide and accommodates higher speeds. In addition, the roundabout will provide safer crossing locations for pedestrians. The public feedback indicated a concern that the roundabout would change the character of the Osborne Road/Albany Shaker Road intersection. Another significant consideration with the roundabout is the cost; it is anticipated to cost over $2 million; therefore would need to be longer-term solution.

**Everett Road intersection** – There is an opportunity to restripe this intersection to eliminate one of the westbound through travel lanes and add an eastbound left turn lane on Albany Shaker Road (mini road diet). The striping will address a concern raised during the public comment period regarding the merging of two lanes of traffic into one over a relatively short distance.
In addition to the public concern, the crash data indicates a cluster of accidents making this movement. The intersection capacity has been evaluated, and the level of service remains acceptable. The elimination of a through lane would reduce the exposure for pedestrians crossing Albany Shaker Road.

Assessment – relative to Measures of Effectiveness:

- Safety – the elimination of the merge is intended to reduce the crashes associated with this movement. The crash reduction factor for eliminating a merge is not confirmed at this time
- Pedestrians – improved pedestrian accessibility with less lanes to cross
- Bicycles – remain same, no improved accommodations
- Congestion – remain same, no impact
- Livability – improved
- Cost – the cost of the pavement overlay and striping are low cost, approximately $10,000 to $40,000
- Potential Funding – County forces may be able to install proposed striping

**Measures of Effectiveness for Safety Improvements at Everett Road Intersection**

- Safety
- Pedestrian Accessibility
- Bicycle Accessibility
- Congestion/Operation
- Livability
- Cost

**Raised Median**

The installation of the raised median will eliminate left turns on and off Albany Shaker Road from the driveways between Wolf Road and Maxwell Road, some of which are currently prohibited with signing. The installation of this median is contingent on the connection of the properties south of Albany Shaker Road to the proposed Aviation Road extension to the Maxwell Road Roundabout, highlighted in yellow in the image on page 55. By eliminating left turns in this stretch, the turning conflicts will be reduced and the delay will be decreased. The inset photograph illustrates the median type preferred by the Committee. In addition to initial construction costs, the County expressed concerns with maintenance costs associated with cleanup and snow and ice control.

Assessment – relative to Measures of Effectiveness:
• Safety – the installation of the median to eliminate left turns on and off Albany Shaker Road. The crash reduction factor for a raised median is 25%
• Pedestrians – improved pedestrian accessibility with less lanes to cross
• Bicycles – remain same, no improved accommodations
• Congestion – the elimination of left turns will improve the flow of traffic through this section of Albany Shaker Road
• Livability – remain same, no impact
• Cost – the installation of the median is low cost, approximately $250,000 to $500,000
• Potential Funding – Airport GEIS and/or HSIP

Measures of Effectiveness for Raised Median

Safety
Pedestrian Accessibility
Bicycle Accessibility
Congestion/Operation
Livability
Cost

Two-way Left Turn Lane or Center Turn Lane

A corridor wide improvement, a two-way left turn lane or center turn lane, was considered and dismissed. The intent of this alternative was to improve the access in and out of side streets and driveways. The benefits of this alternative were outweighed by the potential negative impacts to adjacent property owners to accommodate the widening of approximately five plus feet on each side or eliminating the five-foot shoulders (existing bicycle accommodation). This alternative was removed from further consideration.
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<td>GRAND TOTALS</td>
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<td>$125,000</td>
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</table>
May 15, 2019

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

Chairman Joyce:

Legislative authorization is requested to make several administrative adjustments to salary lines, as shown on the attached spreadsheet. Some of these changes are necessary because they reflect contractually obligated step increases that were not requested during the budget approval process, the remainder are to aid with staff retention and ensure equitable compensation in our workforce.

I look forward to discussing this at the next round of Legislative Committee meetings, if you have any questions before then, please contact myself or Dave Reilly.

Sincerely yours,

[Signature]

Shawn A. Thelen

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

Description (e.g., Contract Authorization for Information Services):
Budget Amendment - Salary Adjustments

Date: 05/14/2019
Submitted By: David Reilly
Department: Management & Budget
Title: Deputy Commissioner
Phone: 447-7034
Department Rep.
Attending Meeting: Shawn Thelen

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:
Justification: (state briefly why legislative action is requested)
This request is asking to change several salary lines across three different departments. Some of changes are necessary because they reflect contractually obligated step increases that were not requested during the budget approval process, the remainder are to aid with staff retention and ensure equitable compensation.
### APPROPRIATIONS

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**TOTAL APPROPRIATIONS**

| $22,906 | $24,700 |

### ESTIMATED REVENUES

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**TOTAL ESTIMATED REVENUES**

| $2,606 | $812 |

**GRAND TOTALS**

| $25,512 | $25,512 |
May 15, 2019

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

Dear Chairman Joyce:

In May of 2017 the St. Catherine’s Center for Children (SCCC) was authorized, via Resolution 212 of 2017, as a preferred recipient of the property located at 543 North Pearl Street in the City of Albany. They were given this special status as a means for St. Catherine’s to begin working with NYS Office of Temporary and Disability Assistance (OTDA) to acquire funding for the development of a supportive housing facility to meet the increased need within our community.

St. Catherine’s has been successful in all their efforts, including receiving an award of $5,689,841.00 for the development of a program at that location. They have also achieved the necessary local permitting and held multiple public meetings to solicit public input. At this time St. Catherine’s is returning for approval of the option agreement which would allow them to close on the property and begin the project during the 2019 construction season. I will have a representative from my office present at your committee meetings to answer any questions you may have.

Sincerely,

Daniel P. McCoy

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

Description (e.g., Contract Authorization for Information Services):
Request authorization to exercise option for purchase of property located at 543 North Pearl Street in the City of Albany

Date: 5/15/19
Submitted By: Mike McLaughlin
Department: County Executive's Office
Title: Director of Policy and Research
Phone: 518-447-7040
Department Rep.: Mike McLaughlin
Attending Meeting: Mike McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

Contract Terms/Conditions:

Party (Name/address):
  St. Catherine's Center for Children
  40 North Main Ave.
  Albany, NY 12203

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

Amount/Raise Schedule/Fee:
  0
Scope of Services:
  Click or tap here to enter text.

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

CONCERNING ALL REQUESTS

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

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

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

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

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

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

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

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

Justification: (state briefly why legislative action is requested)
As authorized via Resolution 212 of 2017, St. Catherine Center for Children was given preferred status to acquire the property located at 543 North Pearl Street in the City of Albany, which has been acquired by the County through the tax foreclosure process. St. Catharine’s undertook a significant process of full structural assessment of the existing building and application for funding to NYS Office of Temporary and Disability Assistance (OTDA). They have concluded that process with the successful award of $5,689,841.00 for the development of a program on the location. This process has also involved significant outreach to local representatives as well as a public hearing process. St. Catherine’s is now in a position to close of the property and begin the project.
Mr. Frank Pindiak  
Executive Director  
St. Catherine's Center for Children  
40 North Main Avenue  
Albany, NY 12203

Re: HHAP# 2018-001

Dear Mr. Pindiak:

On behalf of Governor Cuomo, I am pleased to inform you that the Homeless Housing and Assistance Corporation (the "Corporation") has reserved up to $5,689,841.00 for the development of the project proposed in your recent application for funding under the Homeless Housing and Assistance Program.

Please note that the reservation of this award does not constitute final approval of the proposed project design, the development and operating budgets, or any other aspect of your application. You may be requested to modify these items based on a review by staff of the Bureau of Housing and Support Services and the members of the Corporation. The disbursement of funds under this award will be contingent upon the execution of a contract between your organization and the Corporation. If the project is determined to be feasible at a cost lower than the amount reserved, the Corporation may reduce the award accordingly.

You will be receiving additional information regarding the contract development process from Dana Greenberg of the Bureau of Housing and Support Services. You may be required to satisfy certain conditions before proceeding with contract negotiations. In the interim, should you have any questions, please feel free to contact Dana Greenberg at (518) 473-2587.

Thank you for your efforts and commitment on behalf of New York's homeless. We look forward to working with you in this important endeavor.

Sincerely,

Samuel D. Roberts  
Commissioner
April 16, 2019

Daniel C. Lynch,
Albany County Attorney
112 State Street
Albany, New York 12207

Re: 543 North Pearl Street
Albany, New York

Dear Mr. Lynch,

As you know, I represent St. Catherine’s Center for Children ("SCCC") in relation to their acquisition and redevelopment of 543 North Pearl Street, Albany, New York (the "Property"). This letter follows my email exchanges with Michael McLaughlin and my last conversation with him on April 12, 2019 regarding SCCC’s License and Option Agreement with the County dated July 24, 2017 as amended (the “Option Agreement”). I enclose a copy of the Option Agreement, the Amendment dated January 9, 2019, and the ratifying resolutions of the County Legislature for your ready reference.

Pursuant to Paragraph 3 of the Option Agreement, I am writing to notify you of SCCC’s election to exercise its option to acquire title to the Property. As I have advised Mr. McLaughlin, SCCC has obtained approval from the City of Albany to demolish the existing structure on the Property and to construct and operate a supportive housing facility on it (the “Project”). Additionally, SCCC has obtained the capital funding for the Project from the New York State Office of Temporary and Disability Assistance ("OTDA"). Also enclosed, are copies of the City of Albany approval and the OTDA award letter.

We are now coordinating with counsel for OTDA for an early June closing and will need to take title to the Property at that time.

As set forth in the enclosed summary, SCCC has interacted a great deal with the community and their local elected representatives extending back at least two years. Support has been strong for repurposing this long vacant and decrepit property with new facilities and program. We look forward to our closing and the commencement of construction during the current building season. Please place me in touch with the person in your office with whom I should be coordinating.

Very truly yours,

Charles B. Dumas, Esq.

cc. Michael McLaughlin
Frank Pindiak

Enc.
LICENSE AND OPTION AGREEMENT

This License and Option Agreement (the “Agreement”) dated as of July 24, 2017 (the “Effective Date”) is made by and between:

The County of Albany, a governmental entity, having an address of 112 State Street, Albany New York 12207 (the “Seller”); and

St. Catherine’s Center for Children, a not-for-profit corporation duly organized and validly existing in accordance with the laws of the State of New York, having an address of 40 North Main Avenue, Albany, New York 12203 (the “Purchaser”).

RECITALS:

The Seller is the owner of that certain real property located in the City and County of Albany, New York commonly known and referred to as 543 North Pearl Street, Albany, New York, [SBL# 65.44-1-4] (the “Property”).

The Purchaser is interested in acquiring the Property for the purpose of supportive housing and ancillary community programs on the terms and conditions hereinafter appearing.

It is necessary for the Purchaser to have “site control” to apply for and obtain necessary governmental approvals and grant funding all as contemplated by The New York Office of Temporary and Disability Assistance Homeless Housing and Assistance Program ("HHAP").

In recognition and consideration of the foregoing, the Seller has authorized the making of this Agreement by Resolution No. 212 of the Albany County Legislature adopted on May 8, 2017 (the “Resolution”), which Resolution is incorporated herein by reference and made part hereof.

NOW, THEREFORE, the other good, valuable and mutual promises, agreements and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Seller and the Purchaser hereby acknowledge, the parties hereto covenant and agree as follows:

1. Option. In consideration of the payment by Purchaser to Seller of Ten Dollars ($10.00) (the “Option Price”) and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Seller grants to the Purchaser an exclusive right and option (hereinafter the “Option”) to purchase the Property upon the following terms and conditions.

2. Term. Unless sooner terminated as set forth in Paragraph 9 below, Purchaser’s Option shall run from the Effective Date for twelve (12) months (the “Term”), unless extended by mutual written agreement of the parties executed with the same formalities of this Agreement.

{LG 00163791 | }
3. Exercise. In the event Purchaser shall elect to exercise the Option, it shall do so by notifying Seller in accordance with the notice provisions of Paragraphs 10 and 11 herein within the Term.

4. Purchase Terms.

(a) Price. The purchase price for the Property (the “Purchase Price”) shall be One Hundred and 00/100 Dollars ($100.00). The Option Price shall be applied as a credit against the Purchase Price at Closing (hereinafter defined).

(b) Method of Payment. The Purchase Price, as determined above, shall be payable at Closing in cash, certified or bank check, or by wire transfer of immediately available funds.

5. Contingencies.

(a) The parties’ obligations hereunder are conditioned upon:

i. Purchaser obtaining, at its sole cost and expense, from the City of Albany and/or any other governmental board or agency having jurisdiction over the Property, all approvals necessary to develop and operate the Property as a supportive housing facility with community serving ancillary programs consistent with the mission of St. Catherine’s Center for Children (the “Project”);

ii. Purchaser obtaining funding necessary to support the Project through grants, loans or other funding mechanisms, at or prior to the Closing, including, but limited to those through HHAP; and

iii. Seller obtaining any necessary approvals or authorization including but not limited to approval by vote of the Albany County Legislature.

6. Closing.

(a) In the event Purchaser shall exercise the Option, the transfer of title to the Property (the “Closing”) shall occur within thirty (30) days of the exercise date of the Option, at such date, time and location as the parties shall mutually agree.

(b) At Closing:

i. Seller shall execute, acknowledge and deliver a quitclaim deed to the Property in proper form for recording in the Albany County Clerk’s Office, describing the Property by tax section, block and lot number, so as to convey title thereto, “as-is, where is”, without warranty or representation of any kind whatsoever; and
7. Seller's Covenants. Seller covenants that, from and after the date this Agreement, until the Closing, Seller will not:

(a) cause or permit any dumping or depositing of any hazardous materials on the Property; or

(b) enter into any agreements with third parties affecting the title to the Property or the possession thereof.

Seller shall promptly cure, at Seller's sole cost and expense, each and every intentional breach or intentional default of any covenant set forth in this Paragraph 7.

8. License: During the Term hereof the Purchaser shall have and the Seller hereby grants a license (the "License") to the Purchaser, and the Purchaser's employees, agents, contractors, and other persons authorized by the Purchaser, to access the Property for the purpose of conducting surveys, tests, and inspections of the Property further to the purposes hereinabove stated (the "License Rights").


(a) The Purchaser shall hold harmless, defend, and indemnify the Seller from and against any and all suits, actions, losses, liabilities, claims, demands, damages, costs and expenses of any kind whatsoever (including, but not limited to reasonable attorneys' fees), arising from, as a result of, or in connection with the exercise by Purchaser of its License Rights hereunder. All other risk of loss shall remain with Seller until Closing.

(b) The Purchaser shall, at all times, maintain comprehensive general public liability insurance for the benefit of the Seller insuring against the losses and liabilities encompassed by the indemnity in the immediately preceding sub paragraph 9(a) in the amount of not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) per occurrence and One Million and 00/100 Dollars ($1,000,000.00) in the aggregate. Upon the Effective Date and from time-to-time upon request of the Seller, the Purchaser shall provide to the Seller evidence of such insurance, in form and substance satisfactory to the Seller, naming the Seller as additional insured under such policy of insurance.

(c) In the event the Property is destroyed or damaged prior to Closing through no fault of the Purchaser, Purchaser shall have the right at its option to (i) terminate this Agreement by written notice to Seller, and thereafter the parties shall no further obligation or liabilities toward each other; or, alternatively; (ii) accept the
Property in the condition as is then and there existing, together with and subject to any and all policies of property and casualty insurance covering the Property, together with an assignment of any and all claims thereunder.

10. Notices. All notices contemplated by this Contract shall be in writing, delivered by: (a) certified or registered mail, return receipt requested, postmarked no later than the required date; (b) confirmed facsimile transmission; (c) personal service by such date; or (d) electronic mail. Notice to the parties' respective attorneys shall be deemed adequate for all purposes hereunder.

11. Purchaser's Attorney: Seller's Attorney:

Lemery Greisler LLC Albany County Attorney
50 Beaver Street 112 State Street
Albany, NY 12207 Albany, NY 12207
Phone: (518) 433-8800 ext. 332 Phone: (518) 447-7110
Fax: (518) 433-8823 Fax: (518) 447-5564
Email: CDumas@LemeryGreisler.com Email: Daniel.Lunch@albanycounty.ny.gov

12. The parties acknowledge that no broker brought about this agreement or the sale contemplated herein.

13. Binding on Successors. This Agreement shall be binding not only upon the parties but also upon their assigns, and other successors in interest, if any. This Agreement and all rights and responsibilities hereunder may not be assigned by the Purchaser without the express written consent of the Seller.

14. Additional Documents, Seller and Purchaser agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.

15. Entire Agreement: Modification: Waiver. This Agreement constitutes the entire agreement between Purchaser and Seller pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
17. Severability. Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.

18. Governing, Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Signatures appear on the next page]
IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first set forth above:

Seller: County of Albany

By:

Purchaser: St. Catherine's Center for Children

By:

Frank Pindiak,
Executive Director

State of New York ss.: County of Albany

On the 24th day of July in the year 2017 before me, the undersigned, personally appeared Frank Pindiak, 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), that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

Jean C. Ryan
Notary Public

State of New York ss.: County of Albany

On the 24th day of July in the year 2017 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(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), that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned.

Michael J. Lalli
Notary Public

Michael J. Lalli
Notary Public - STATE OF NEW YORK
No. 01A6322012
Qualified in Albany County
Mv Commission Expires March 30, 2019
RESOLUTION NO. 212

RESCINDING RESOLUTION 403 FOR 2016 AND AUTHORIZING A LICENSE AGREEMENT AND AN OPTION AGREEMENT TO CONVEY 543 NORTH PEARL STREET TO SAINT CATHERINE'S CENTER FOR CHILDREN FOR SUPPORTIVE HOUSING

Introduced: 5/8/17
By Messrs Ward, Comisso and Ms. Willingham:

WHEREAS, By Resolution 403 for 2016, this Honorable Body previously authorized an option agreement for the purchase of 543 North Pearl Street, in the City of Albany which resolution must be rescinded, and

WHEREAS, Saint Catherine's Center for Children has expressed an interest in purchasing 543 North Pearl Street in the City of Albany for the purpose of supportive housing and ancillary community programs, and

WHEREAS, It is necessary for Saint Catherine's Center for Children to have site control to apply for funding and obtain the necessary government approvals, now, therefore be it

RESOLVED, That Resolution 403 for 2016 is hereby rescinded, and, be it further

RESOLVED, That the Albany County Legislature authorizes the County Executive to execute a license agreement for ten ($10) dollars to Saint Catherine's Center for Children to enter 543 North Pearl Street for the purpose of evaluating said property, and, be it further

RESOLVED, That the Albany County Legislature authorizes the County Executive to execute an option agreement for ten ($10) dollars giving Saint Catherine's Center for Children an option to purchase 543 North Pearl Street in the City of Albany for the purpose of supportive housing and ancillary community programs, and, be it further

RESOLVED, That both the license agreement and the option agreement shall be for a term of twelve (12) months with an option to extend the term upon consent of both parties and the option agreement shall provide for a purchase price of one hundred ($100) dollars upon execution of the option to purchase, and, be it further
RESOLVED, That the exercise of the option shall be subject to Saint Catherine's obtaining the necessary financing and government approvals for supportive housing and ancillary community programs at the site, and, be it further

RESOLVED, That the County Attorney is authorized to approve said option agreement as to form and content prior to the execution thereof, and, be it further

RESOLVED, That the Clerk of the Legislature is hereby directed to forward certified copies of this resolution to Saint Catherine's Center for Children and the appropriate County Officials.

Adopted by unanimous vote. 5/8/17.
AMENDMENT TO THE
LICENSE AND OPTION AGREEMENT
BETWEEN THE COUNTY OF ALBANY
AND ST. CATHERINE'S CENTER FOR CHILDREN
RE: 543 NORTH PEARL STREET

Amendment Authorized by Resolution No. 153 of 2018, passed on April 4, 2018

(Original Agreement Authorized by Resolution 212 of 2017, passed)

This is an Agreement made by and between the County of Albany, a 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 “Seller”) and St. Catherine's Center for Children, a not-for profit corporation duly organized and validly existing in accordance with the laws of the State of New York, whose principal place of business is located at 40 North Main Avenue, Albany, New York, 12203 (hereinafter called the “Purchaser,” and, together with the Seller, may be referred to as a party and collectively as the “[P]arties”).

WHEREAS, the Seller is the owner of certain real property located in the City and County of Albany, New York commonly known and referred to as 543 North Pearl Street, Albany, New York [SBL #65.44 1-4]; and

WHEREAS, the Parties have reached a previous Agreement, authorized by Resolution No. 212 of 2017, for the Purchaser to acquire the exclusive option to purchase the property;

WHEREAS, to satisfy the capital funding requirements for the New York State Office of Temporary Disability Assistance, the Parties wish to conduct an amendment that extends the date on when the Purchaser is required to purchase the property; and

WHEREAS, the County Legislature, through Resolution No. 153 of 2018, has authorized the County Executive to enter into an Agreement on behalf of the Seller to amend the date of the option for the Purchaser to acquire 543 North Pearl Street;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:
A. That the Agreement at Paragraph 2. Term be amended to read as follows:

2. Term. Unless sooner terminated as set forth in Paragraph 9 below, Purchaser’s Option shall run from the Effective date until July 31, 2019.

B. That all other articles, paragraphs, terms, conditions, and provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

SELLER:

DATED: ____________

COUNTY OF ALBANY

BY: ________________________

Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone, Esq.
Deputy County Executive

PURCHASER:

DATED: 1/3/2019

ST. CATHERINE’S CENTER FOR CHILDREN

BY: ________________________
On the ___ day of __________, 2019, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

___________________________
NOTARY PUBLIC

On the 7th day of January, 2019, before me, the undersigned, a notary public in and for the state, 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 attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument the individual, or the person upon behalf of which the individual acted, executed the instrument.

Michael A. Lalli
NOTARY PUBLIC

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 011A8322012
Qualified in Albany County
My Commission Expires March 30, 2019
On the 3rd day of January, 2019, before me, the undersigned, a notary public in and for the state, personally appeared Frank Pirozzoli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

ALICIA M. POLVERELLI
NOTARY PUBLIC

ALICIA M. POLVERELLI
Notary Public, State of New York
Registration No. 01P06354613
Qualified in Albany County
Commission Expires 12/17/2023
RESOLUTION NO. 153

AMENDING RESOLUTION NO. 212 FOR 2017 WITH ST. CATHERINE'S CENTER FOR CHILDREN REGARDING A HOMELESS HOUSING ASSISTANCE PROGRAM

Introduced: 4/9/18
By Social Services Committee, Mss. Chapman and Willingham:

WHEREAS, By Resolution No. 212 for 2017, this Honorable Body authorized an agreement with St. Catherine's Center for Children regarding a license agreement with an option to convey 543 North Pearl Street in the City of Albany, and

WHEREAS, The County Executive has requested an amendment to the agreement in order to extend the term of the agreement to indicate an ending date of July 31, 2019 rather than July 23, 2018 to satisfy the capital funding requirements of New York State Office of Temporary Disability Assistance, now, therefore be it

RESOLVED, By the Albany County Legislature that Resolution No. 212 for 2017 regarding a license agreement with an option to convey 543 North Pearl Street in the City of Albany is amended to indicated an ending date of July 31, 2019 rather than July 23, 2018, and, be it further

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

Adopted by unanimous vote. 4/9/18
Mr. Drake abstained
CITY OF ALBANY
NEW YORK
NOTIFICATION OF LOCAL ACTION
DECISION OF THE PLANNING BOARD

PROJECT NUMBER: P00253
CASE NUMBER(S): DPR #0044
ADDRESS: 543 North Pearl Street
TAX ID #: 65.44-1-4
ZONING DISTRICT: MU-NE (Mixed-Use, Neighborhood Edge)
TOTAL ACREAGE: 0.53 Acres (23,086 square feet)
REQUEST: Major Development Plan Review - §375-5(E)(14)
PROJECT DESCRIPTION: Construction of a three (3)-story, +/- 21,925 square foot multi-family dwelling with 20 dwelling units.
PROJECT APPLICANT: St. Catherine’s Center for Children, 40 North Main Avenue, Albany, NY 12203
PROJECT ENGINEER: Hershberg & Hershberg, Daniel Hershberg, 18 Locust Street, Albany, NY 12203
DATE OF DECISION: February 26, 2019
DECISION: APPROVED WITH CONDITION
CONDITION: Applicant must receive approval from the City of Albany Water Department.

FACTS:
1. Application documents and supplemental filings of the applicant as of the date of this decision, as evidenced in the digital record for Project #00253
2. All plans, renderings, analyses and reports received as of the date of this decision, as evidenced in the digital record for Project #00253
3. All written correspondence received as of the date of this decision, as evidenced in the digital record for Project #00253
4. Content and testimony of the January 22, 2019 and February 26, 2019 meetings of the City of Albany Planning Board, as well as corresponding workshop sessions.

FINDINGS:
Based upon review of the complete record for DPR #0044, the Board finds that the proposed development:

1. Will not create significant adverse impacts on the surrounding neighborhood, or any significant adverse impacts will be limited to a short period of time;
2. Will not create risks to public health or safety;
3. Is not subject to any prior approvals or conditions;
4. Is consistent with the Comprehensive Plan;
5. Is consistent with any provisions of this Unified Sustainable Development Ordinance and the Albany City Code; and
6. Is not subject to any requirements or conditions of any prior development permits or approvals related to the property.
VOTE:

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I, Albert R. DeSalvo representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of February 26, 2019.

Signature: ____________________________

Albert R. DeSalvo

Important Notes: 1. This approval is subject to the approved plan set as stamped and approved by the Chair of the Planning Board. 2. This is not a building permit. All building permits must be approved and issued by the Division of Building & Regulatory Compliance prior to the start of any construction. Unless otherwise specified by the Board, this decision shall expire and become null and void if the applicant fails to obtain any necessary zoning, building, or other permits or comply with the conditions of such decision within one (1) year of the date of signature.
CITY OF ALBANY
NEW YORK
NOTIFICATION OF LOCAL ACTION
DECISION OF THE PLANNING BOARD

PROJECT NUMBER: P00253
CASE NUMBER: DR #0066
ADDRESS: 543 North Pearl Street
TAX ID #: 65.44-1-4
ZONING DISTRICT: MU-NE (Mixed-Use, Neighborhood Edge)
TOTAL ACREAGE: 0.53 Acres (23,086 square feet)
REQUEST: Demolition Review - §375-5(17)
PROJECT DESCRIPTION: Demolition of an existing +/- 21, 825 square foot structure.
PROJECT APPLICANT: St. Catherine's Center for Children, 40 North Main Avenue, Albany, NY 12203
DATE OF DECISION: February 26, 2019
DECISION: APPROVED

FACTS:
1. Application documents and supplemental filings of the applicant as of the date of this decision, as evidenced in the digital record for Project #00253
2. All plans, renderings, analyses and reports received as of the date of this decision, as evidenced in the digital record for Project #00253
3. All written correspondence received as of the date of this decision, as evidenced in the digital record for Project #00253
4. Content and testimony of the January 22, 2019 and February 26, 2019 meetings of the City of Albany Planning Board, as well as corresponding workshop sessions.

FINDINGS:

Based upon review of the complete record for DR #0066, the Board finds that the proposed demolition:

1. The demolition is consistent with the planning objectives of this USDO;
2. The structures do not have significant historical, architectural, aesthetic or cultural value in its present or restored condition; and
3. The relationship of the buildings is not essential to the character of the neighborhood.

VOTE:

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I, Albert R. DeSalvo representing the Planning Board of the City of Albany, hereby certify that the foregoing is a true copy of a decision of the Planning Board made at a meeting thereof duly called and held on the day of February 26, 2019.

Signature: [Signature]

*Important Note: This is not a demolition permit. A demolition permit must be approved and issued by the Division of Building & Regulatory Compliance prior to the start of any demolition. Unless otherwise specified by the Board, this decision shall expire and become null and void if the applicant fails to obtain any necessary demolition, building or other permits or comply with the conditions of such decision within one (1) year of the date of signature.*
October 25, 2018

Mr. Frank Pindiak  
Executive Director  
St. Catherine’s Center for Children  
40 North Main Avenue  
Albany, NY 12203  

Re: HHAP# 2018-001  

Dear Mr. Pindiak:  

On behalf of Governor Cuomo, I am pleased to inform you that the Homeless Housing and Assistance Corporation (the “Corporation”) has reserved up to $5,589,841.00 for the development of the project proposed in your recent application for funding under the Homeless Housing and Assistance Program.  

Please note that the reservation of this award does not constitute final approval of the proposed project design, the development and operating budgets, or any other aspect of your application. You may be requested to modify these items based on a review by staff of the Bureau of Housing and Support Services and the members of the Corporation. The disbursement of funds under this award will be contingent upon the execution of a contract between your organization and the Corporation. If the project is determined to be feasible at a cost lower than the amount reserved, the Corporation may reduce the award accordingly.  

You will be receiving additional information regarding the contract development process from Dana Greenberg of the Bureau of Housing and Support Services. You may be required to satisfy certain conditions before proceeding with contract negotiations. In the interim, should you have any questions, please feel free to contact Dana Greenberg at (518) 473-2587.  

Thank you for your efforts and commitment on behalf of New York’s homeless. We look forward to working with you in this important endeavor.  

Sincerely,  

Sam Roberts  
Commissioner
November 13, 2018

Frank Pindiak
Executive Director
St. Catherine’s Center for Children
40 N. Main Avenue
Albany, New York 12203

RE: Empire State Supportive Housing Initiative (ESSHI) Award

Dear ESSHl Awardee:

On behalf of the Empire State Supportive Housing Initiative (ESSHI) Interagency Workgroup, I am pleased to inform you that your agency has met the requirement of the conditional ESSHl award by demonstrating that the capital funds necessary to develop the proposed supportive housing project have been secured.

Therefore, this letter will serve as notification of the commitment of ESSHl funds in support of the twenty (20) units to be developed as described in application #2018-060 (Unit Sequence #s 122-141). The project site will be located at 543 North Pearl Street, Albany, NY (Albany County). The approved award provides a maximum of $25,000 per unit or $500,000 annually. The ESSHl award will increase by a two (2) percent escalation factor, subject to the availability of State funds.

Please note that your assigned ESSHl State Contracting Agency (SCA) is the Office of Temporary and Disability Assistance (OTDA). You should continue to maintain frequent communication with the SCA in order to keep the Interagency Workgroup apprised of the status of the project in development and to develop the services and operating contract. The projected funding need date of the project is 4/1/2020. Note that this commitment may be rescinded if any of the committed capital funds are withdrawn.

Note that the specifics of a resulting ESSHl contract, including but not limited to the work plan, staffing plan and budget, are subject to the review, modification and approval of the State Contracting Agency. The contract is further subject to review and approval by the Division of Budget, Office of the Attorney General, and Office of the State Comptroller, as well as the availability of State funds.

As a reminder, the ESSHl contract is designed to be a multi-year contract with an initial 5-year term, intended to be renewable for additional 5-year terms.

Congratulations and we wish you well in your endeavors in developing and providing needed supportive housing for homeless New Yorkers.

Sincerely,

[Signature]
Mira Tashjian, MPA
Associate Commissioner
Adult Community Care Group – Office of Mental Health

Chair, Interagency Workgroup

cc: Jason Harper, OTDA
St. Catherine's Center for Children
Attn: Frank Pindiak
40 North Main Street
Albany, NY 12203

Re: Low-rise Residential New Construction Program incentives for St. Catherine's Center for Children - 543 North Pearl Street - Application #174263

Dear Frank Pindiak:

NYSERDA has received and accepted the Low-rise Residential New Construction Program Project for St. Catherine's Center for Children - 543 North Pearl Street - Application #174263, located at 543 North Pearl Street. Based on your submission, this housing project includes 1 building, with a total of 20 dwelling units. The incentive identified below anticipates the project will meet Tier 2 requirements, including the US Environmental Protection Agency's ENERGY STAR Certified Homes Program Version 3.1 requirements.

Anticipated incentives are as follows:

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<th>Tier Level/No. of Units</th>
<th>2019 LMI Builder Incentive Levels</th>
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<td>No. of Units</td>
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<td>Tier 2/Multi-family LMI 2019 (0-50 Units)</td>
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<td>TOTAL ESTIMATED INCENTIVE AMOUNT</td>
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Access to the support associated with Tier 1 (non-monetary) may be available, if the Home Energy Rating for any dwelling unit indicates the Tier 2 requirements were not met but the Tier 1 requirements have been met.

NYSERDA will make available a total not-to-exceed incentive of $20,000 through the Low-rise Residential New Construction Program. Additional incentives may be considered, if justified, subject to NYSERDA review, approval, and the availability of funds. Eligibility to receive any incentive payment is contingent upon the project complying with all program requirements as published in NYSERDA’s Program Opportunity Notice (PON) 3717. By submitting an LRNCP Project Application and accepting incentive payments, you agree to be bound by the terms and conditions of PON 3717 which can be found on the NYSERDA website. Construction is already underway, and the confirmed Home Energy Rating for eligible dwelling units must be completed by 8/1/2020. Incentives are subject to change without notice based on NYSERDA’s Program goals and statutory requirements. To allow NYSERDA to accurately process requests for incentive payments, the Contract ID 1371688 must be specified in those submissions.

Thank you again for your interest and participation in NYSERDA’s program. Should you have any further questions, please feel free to contact Rebecca Moore, at (518) 207-4514.

Sincerely,

Cheryl Glanton
Director of Contract Management

cc: Melanie Hamilton, Patrick Fitzgerald, NYSERDA
NewConstructionProgram@nyserva.ny.gov
Greg Downing
James Moriarty
Outlined below are St. Catherine’s efforts at relationship building and to keep the community and mostly the neighborhood informed and up-to-date regarding the Project at 543 North Pearl Street.

There are many examples of organizations that have looked to develop housing projects in the city of Albany, but have met with delays or rejection because of the lack of community support for the project. St. Catherine’s understands that it is critically important to engage the community and get support for the project.

In June 2016, St. Catherine’s arranged to do a walk-through of the building at 543 North Pearl Street. At the walk-through, 4th Ward Common Counsel member Kelly Kimbrough was present, along with planning officials from the City of Albany. The supportive housing project was explained to Councilman Kimbrough. By the end of the building tour, Mr. Kimbrough fully supported moving forward with the project. He thought that attending the upcoming North Albany Neighborhood Association meeting scheduled in July 2016 was an appropriate next step. St. Catherine’s staff attended the meeting, discussed where the project would be located, explained supportive housing, and St. Catherine’s role in the project. Attending the neighborhood association meeting was Wanda Willingham, who represents the 3rd Legislative District, and in whose district the project is based. Mrs. Willingham requested and received a personal briefing on St. Catherine’s plans at 543 North Pearl Street. By the end of the meeting, Legislative Leader Willingham was in full support of the project. At the next North Albany Neighborhood Association meeting held in November 2015, St. Catherine’s again attended the meeting. A review of the project was provided to community members. At the end of the presentation, the North Albany Neighborhood Association President, Alexandra Carver, and community members present, fully supported the supportive housing project.

Since November 2016, St. Catherine’s has met with Councilman Kimbrough, Legislative Leader Willingham, and the North Albany Neighborhood Association, to update them on project developments. Every Neighborhood Association meeting is attended by St. Catherine’s Executive Director and the Director of Housing and Homeless Services, to discuss project updates and the timeline. Concerns and questions presented by the neighbors are answered when possible or brought back as follow up at the next meeting. Prior to the meeting being held in March 2019 flyers were distributed throughout the neighborhood to inform people that St. Catherine’s would be providing an update on the project. The practice of distributing flyers will continue, since the March meeting was well attended. The next meeting of the Neighborhood Association is scheduled for May 14. Communication on the progress of the project with the neighborhood will continue throughout the life of the project, until the building is finished. Once the project is complete, St. Catherine’s will continue to engage members of the neighborhood, attending Neighborhood Association meetings and partnering with neighbors to ensure a vibrant and thriving community.

National Night Out is a community-police awareness-raising event that St. Catherine’s has attended in Hackett Park for the past two years. We have actively participating by setting up fun activities for the children, and to bring awareness to supports and programming St. Catherine’s can provide to parents.

Beyond the immediate neighborhood, St. Catherine’s has met with the Mayor of Albany, Kathy Sheehan, and members of the city zoning department, Chris Spencer and Brad Glass. St. Catherine’s has also met with the Albany County Executive, Dan McCoy, and members of his team, Phil Calderone and Mike McLaughlin, as well as the Albany County DSS Commissioner, Michele McClave, and her team, Valerie Sacks and David Bradley. All have been briefed and are supportive of the project. As in the case of local community leaders, St. Catherine’s will provide city and county officials with regular updates on project developments as they occur.
PROJECT # 00242

Applications  CUP #0014, WDA #002
Property Address  251-255 North Pearl Street
Applicant  Capital Repertory Theatre
Representing Agent  CSARCH
Zoning District  MU-CU (Mixed-Use Community Urban)
Request  Conditional Use Permit - §375-5(E)(16)
Wall Display Application -
Proposal  Conversion of a +/- 28,200 SF warehouse to a performing arts venue with seating for a total of +/- 410 spectators and the installation of three (4) LED sign displays.
SEQRA – Negative Declaration  Vote: 4-0-0 (Albert DeSalvo recused himself)
Conditional Use Permit - Approved  Vote: 4-0-0 (Albert DeSalvo recused himself)
Wall Display Application – Approved

PROJECT # 00253

Applications  DPR # 0044
Property Address  543 North Pearl Street
Applicant  St. Catherine’s Center for Children
Zoning District  MU-NE (Mixed-Use Neighborhood Edge)
Request  Major Development Plan Review - §375-5(E)(14)
Demolition Review - §375-5(E)(17)
Proposal  Construction of a three (3)-story, +/- 21,925 square foot multi-family dwelling with 20 dwelling units. An existing +/- 21,825 square foot structure at the site will be demolished.
SEQRA – Negative Declaration  Vote: 5-0-0
Major Development Plan Review – Approved with Conditions  Vote: 5-0-0

Conditions:
1. The Applicant must receive approval from the City of Albany Water Department.
2. The Applicant must include at least two (2) covered bicycle parking spaces on the site.

Demolition Review - Approved  Vote: 5-0-0
May 15, 2019

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

Chairman Joyce,

We respectfully request Legislative authorization to enter into a Memorandum of Understanding between the County and the Albany County Land Bank. The MOU will allow the County to utilize Land Bank software licenses for the eProperty+ software platform. This will allow the County and Land Bank to share information regarding tax foreclosed properties prior to their transfer to the Land Bank. This will increase efficiency between the two entities, allowing the Land Bank to close on properties faster, thus reducing the cost to the County in terms of property management during a reduced period of County control over the properties.

If you have any questions regarding this request, please contact myself or Dave Reilly.

Sincerely yours,

Shawn Thelen

Co:
Hon. Dennis Feeney, Majority Leader
Hon. Frank Maurello, Minority Leader
Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Memorandum of Understanding with Albany County Land Bank for eProperty+

Date: 05/15/2019
Submitted By: David Relly
Department: Management & Budget
Title: Deputy Commissioner
Phone: 518-447-7034
Department Rep. Shawn Thelen
Attending Meeting:

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

Contract Terms/Conditions:

Party (Name/address):
  Albany County Land Bank, 69 State St., 8th Fl., Albany, NY 12207

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

Amount/Raise Schedule/Fee: $6077.75
Scope of Services:
The Land Bank utilizes eProperty+ as their software platform for documenting property inspections, managing multimedia files related to each property, etc. The County has reviewed this software and decided to utilize it for our property management needs. Entering into an MOU with the Land Bank to be on a shared platform will facilitate sharing of information on parcels, increase efficiencies and decrease costs for both parties.

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.
File #: TMP-0907, Version: 1

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: A1310 44046
Appropriation Amount: $6077.75

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) 6/18/2019-1/18/2020
Length of Contract: 7 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 MOU will allow the County to utilize Land Bank software licenses for the eProperty+ software platform. This will allow the County and Land Bank to share information regarding tax foreclosed properties prior to their transfer to the Land Bank.
Memorandum of Understanding Between
the Albany Land Bank Corporation and Albany County
For ePropertyPlus Subscription Services

THIS AGREEMENT, made as of the ___ day of ______, 2019 by and between the Albany County Land Bank Corporation (hereinafter “ACLB”), a New York Land Bank and not-for-profit corporation of the State of New York, with offices at 69 State Street, Albany, New York 12207 and the County of Albany, a municipal corporation of the State of New York having its principal office and place of business at 112 State Street, Albany, New York 12207.

WITNESSETH:

WHEREAS the ACLB is a party to a Master Subscription Agreement for ePropertyPlus Services with STR.GRANTS, LLC (hereinafter “Master Services Agreement”); and

WHEREAS, Albany County wishes to have access to the data and information available on ePropertyPlus in order to provide certain preclosing and post-closing information to the Albany County Land Bank; and

WHEREAS, the Albany County Land Bank Corporation may add subscribers to its current Master Subscription Agreement with ePorpertyPlus for an additional cost; and

WHEREAS, Albany County wishes to be able to subscribe to ePropertyPlus by and through the ACLB’s Master Subscription Agreement;

NOW, THEREFORE, IT IS HEREBY AGREED between the parties;

1. That the ACLB shall add Five (5) User Licenses to the Master Subscription Agreement; and

2. Albany County shall allocate funds in the amount of $868.25 per month for the User Licenses to be paid to the ACLB upon presentation of an invoice for the cost of the same; and

3. Albany County shall abide by the terms and conditions of the Master Service Agreement, attached hereto as Appendix A, which terms and conditions are hereby incorporated herein by reference;

This Agreement shall not be enforceable until signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first written above.
Adam Zaranko
Albany County Land Bank Corporation
69 State Street, 8th Floor
Albany, New York 12207

By: ____________________________
County of Albany
112 State Street
Albany, New York 12207
MASTER SUBSCRIPTION AGREEMENT

FOR

ePropertyPlus® SERVICES

BETWEEN:

STR.GRANTS, L.L.C.
3975 Fair Ridge Drive
Suite 125 South
Fairfax, VA 22033

AND:

Albany County Land Bank Corporation, Inc.
255 Orange Street
Suite 104
Albany, NY 12210

THIS AGREEMENT (hereinafter "Agreement") is made and entered into this ___ day of December 2015 (the "Effective Date"), by and between STR.GRANTS, L.L.C., a Virginia limited liability company with offices at 3975 Fair Ridge Drive, Suite 125 South, Fairfax, VA 22033 (hereinafter "STR"); and the Albany County Land Bank Corporation, a New York public body corporate having its principal place of business at 255 Orange Street, Suite 104, Albany, NY 12210 (hereinafter "Subscriber").

RECITALS

STR shall make Purchased Services (defined below) available to the Subscriber pursuant to the acceptance of this Agreement and the Order Form (Appendix A). The Order Form specifies the type of services desired by the Subscriber and to be provided by STR during a specified subscription term. "Purchased Services" include Subscription Services provided to a Subscriber to access and use www.ePropertyPlus.com, a hosted website operated by STR ("Website"), and Subscription Initialization and Value-Added Professional Services provided by STR to support a Subscriber.

1.0 DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

a. "Subscription Service" means the products and services that are ordered by a Subscriber and made available by STR online via a customer-specific login link at https://aclbpropertyplus.com.

b. "Subscription Initialization Service" means the support provided by STR to prepare the Subscriber for use of the Website. Initialization Services includes set-up, software configuration, training, and data initialization, and is described in greater detail in the Order Form.
c. “Value-Added Professional Service” means the STR consulting support provided to the Subscriber for an additional fee and as agreed by the parties in writing during the subscription term. These services may include data migration, data conversion, technical assistance, advanced user and administrative training, premier support services, and custom reporting and software development support, which will be specified in an Order Form.

d. “Order Form” means the document(s) utilized for placing service orders hereunder, including addenda thereto, that are executed between the Subscriber and STR from time to time during the subscription term. Each Order Form will reference and be governed by the terms and conditions of this Agreement.

e. “End Users” means the individual(s) authorized by the Subscriber to use the subscription access to the Website and may include Subscriber’s employees and external entities (such as prospective purchasers of the applicable property and vendors that provide support for the purchase and sales process, such as title companies and real estate agents) that are identified and authorized by Subscriber to access portions of Subscriber’s account. Subscriber will be responsible for defining such third parties’ roles and privileges to access different portions of Subscriber’s account.

f. “Website Services” means STR’s ePropertyPlus property portfolio management software with the current functionality provided by STR on a hosted basis. It also includes any accompanying instructions, documentation, technical data, images, and other related materials accessible on the Website.

g. “Subscriber Data” means any data, information or material provided or submitted by Subscriber or Subscriber’s specified End Users to https://aclb.epropertyplus.com in the course of using the Website Services.

h. “Performance Benchmark(s)” means any aggregation, compilation, or combination of Subscriber Data used to develop metrics regarding the use of the Website Services.

i. “Subscriber Help Desk” means a service center of the Subscriber which will provide the first line of support to a group of the Subscriber’s End Users, and serving as the primary point of contact with the STR Services Solution Center for any problems of those End Users which cannot be addressed by the Subscriber Help Desk on its own.

j. “Sandbox Environment” (“Sandbox”) is a non-production ePropertyPlus environment which allows Subscribers to run programs inside the Sandbox on a ‘one-off’ basis, and is described in more detail in the Sandbox Environment Addendum to this Agreement.

k. “Optional Features” or sets of features means one or more independently developed specific business tasks that include a substantial new facility or capability and is not combined with the ePropertyPlus software until the programs are linked. If selected by a subscriber, an additional fee to the subscriber’s current monthly Subscription Fee normally will be assessed.

2.0 TERM

2.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all End User subscriptions or other Purchased Services outlined in an Order Form and executed in accordance with this Agreement have expired or been terminated.

2.2 Term of Subscription Service. The Subscription Service commences upon the completion of the Subscription Initialization Services such that Subscriber can access https://aclb.epropertyplus.com via its unique authorization credentials and continues for the
subscription term specified in the Order Form, unless earlier terminated as provided herein (the
"Subscription Period"). Except as otherwise specified in the applicable Order Form, Subscription
Service shall automatically renew for additional periods equal to the expiring Subscription Service
term or one year (whichever is shorter), unless either party gives the other party notice of non-
renewal at least thirty (30) days before the end of the relevant subscription term. The per-End User
pricing during any such renewal term shall be the same as that during the prior term unless STR
has given Subscriber notice of a pricing increase at least forty five (45) days before the end of such
prior term, in which case the pricing increase shall be effective upon renewal and thereafter. Any
such pricing increase shall not exceed 7% of the pricing of the relevant Purchased Services in the
immediately prior subscription term, unless the pricing in such prior term was designated in the
relevant Order Form as promotional or one-time.

2.3 **Additional End Users.** Additional End User Subscriptions for the applicable Subscription
Service purchased under the Order Form may be added during the Subscription term at the same
pricing as that for the pre-existing Subscriptions hereunder, prorated for the remainder of the
Subscription term in effect at the time the additional user subscriptions are added. The added End
User Subscriptions shall terminate at the same time as the pre-existing End User Subscriptions.

### 3.0 SUBSCRIPTION SERVICE TERMS

3.1 **Updates and Upgrades.** The Subscription Service purchased hereunder by the Subscriber
is neither contingent on the delivery of any future functionality or features nor dependent on any
oral or written public comments made by STR regarding future functionality or features.
Updates/upgrades to the Subscription Service will be provided periodically to current subscribers
at no additional cost. Such updates/upgrades shall not degrade or remove core features or
functionality from the Subscription Service. The Subscription does not automatically include the
right to receive new Optional Features released by STR. STR will, in its own discretion, determine
whether and on what terms any Optional Features will be made available to existing Subscribers at
an additional charge.

3.2 **End User Access.** The Subscription Service and the Website Services may be accessed
by no more than the specified number of users identified in the Order Form (Appendix A). User
Subscription Services are for designated End Users only and cannot be shared or used by non-
designated users, but may be reassigned to new End Users replacing former End Users who no
longer require ongoing use of the Website Services.

3.3 **STR’s Support Responsibilities.**

(a) **Support.** STR shall provide support services in accordance with the service level
and support terms set forth in Exhibit A hereto.

(b) **Backup.** STR, at its expense, shall make a complete daily backup of all Subscriber
Data stored by STR under this Agreement, no less than once per day during the Term. Such backup
copy of the Subscriber Data shall be stored in a secure, offsite location.

3.4 **Subscriber’s Responsibilities.** Subscriber shall: (a) be solely responsible for the End
Users’ compliance with this Agreement, (b) be solely responsible for the accuracy, quality and
legality of Subscriber Data and of the means by which Subscriber acquired the Subscriber Data, (c)
use commercially reasonable efforts to prevent unauthorized access or use of the Website Services
including by maintaining the security and confidentiality of its and its End Users’ usernames and

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STR.GRANTS, L.L.C. 

Master Subscription Agreement 07/2012
passwords: (d) notify STR promptly or any such unauthorized access to or use of the Website Services; (e) be solely responsible for all activities that occur under Subscriber's account, and (f) use the Website Services only in accordance with the terms and conditions of this Agreement, the intended use and configuration of https://ncbl.propertyplus.com for the Subscriber and all applicable laws and government regulations.

3.5 **Usage Limitations.** Website Services may be subject to other limitations, such as limits on the amount of Subscriber Content that can be uploaded to the Website Services or disk storage space. With respect to Website Services that enable Subscriber to provide public websites, any such limitations will be provided to the Subscriber for review prior to implementing the limitation. The Website Services provide real-time information to enable Subscriber to monitor its compliance with such limitations.

4.0 **LICENSE AND LIMITATIONS**

4.1 **Grant of License.** During the Subscription Period, STR grants to the Subscriber a nonexclusive, nontransferable, revocable, non-sublicenseable and limited right to access and use the functionality of the Website Services via the Website. The use of the Website Services by the Subscriber is subject to all of the terms and conditions set forth herein, to include (i) use in connection with Subscriber’s business operations only; (ii) continuing and timely payment of Subscription Fees as set forth in Appendix A; (iii) limited to the number of End Users indicated in Appendix A; (iv) compliance with the terms and conditions of this Agreement; and (v) no right to access the Website Services after the termination or expiration of the Subscription Period and/or this Agreement.

4.2 **Limited Right of Use.** The Website Services are comprised of proprietary and copyrighted application, demonstration and/or system software data, usage instructions, access passwords, training manual documentation and other material owned exclusively or licensed by STR. The granting of the license does not affect the ownership of such materials. All STR and third party products, services, databases, and software are proprietary and are protected by copyright laws, international copyright treaties and other international property laws and treaties. Nothing contained herein grants to the Subscriber an ownership interest in any such products, services, databases, or software, or any rights except to the extent specified herein. Both the Website Services and all intellectual property contained therein are and shall remain the property of STR. Neither the Subscriber nor any User, may (i) copy all or any substantial portion of the Website Services; (ii) distribute all or any portion of the Website Services, except for small printed portions; (iii) provide access to the Website Services or any portion thereof through the internet or any other electronic means, other than for interaction as part of the Subscriber’s business operations. Subscriber shall not have any right, title or other interest in or to such intellectual property rights except to the limited extent specifically granted pursuant to this Agreement.

4.3 **Restrictions.** Subscriber shall not (a) make the Website Services available to anyone other than End Users, (b) use the Website Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Website Services to store or transmit viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs ("Malicious Code"); (d) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Website Services or any component thereof; (e) modify, translate, or create derivative works based on the Website Services or any component thereof; (f) rent, lease, distribute, sell, resell, assign, or otherwise transfer rights to Website Services; (g) use
the Website Services for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (h) remove any proprietary notices from the Website Services or any STR property.

4.4 Suspension. In the event that Subscriber violates any provisions in Sections 4.2 or 4.3 or otherwise uses the Website Services in a manner that causes or in STR's good faith judgment is likely to cause damage or disruption to the Website Services and/or other subscribers' use of the Website Services, STR reserves the right to suspend Subscriber's access to the Website Services and/or take down or remove any offending Subscriber Content without notice to Subscriber (provided that STR will make commercially reasonable efforts to provide advance notice of such suspension where possible).

4.5 U.S. FEDERAL GOVERNMENT

If the original licensee under this Agreement is the U.S. Federal Government, or a department or agency thereof (hereinafter "the Government"), then by using the Website Services, the Government hereby agrees that the Website Services incorporate commercial computer software that qualifies as "restricted computer software" within the meaning of the acquisition regulation(s) applicable to this procurement, including, but not limited to, FAR 52.227-14 — Rights in Data — General (June 1987), and FAR 52.227.19 — Commercial Computer Software — Restricted Rights (June 1987). The terms and conditions of this Agreement shall pertain to the Government's use and disclosure of the Software, and shall supersede any conflicting contractual terms or conditions in the applicable acquisition regulations. If this Agreement fails to meet the Government's minimum needs or is inconsistent in any respect with Federal procurement law, the Government agrees to terminate the use of the Website Services. The following additional statement applies to all procurements governed by any federal acquisition regulations, including, but not limited to, FAR Part 52 and DFARS Subpart 227.4 (1988): Restricted Rights — Use, duplication and disclosure by the Government is subject to restrictions set forth in the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013(c)(1)(ii)(1988), and at FAR 52.227-19(c)(2). The Government agrees that this license constitutes the "list" or "description" pursuant to DFARS 252.227-7013(c)(1)(i) and that use, duplication, and disclosure might be subject to other restrictions stated in this Agreement. The Government acknowledges that any modification to the products and services performed under this Agreement constitute "minor modifications" within the meaning of the applicable acquisition regulations, including, but not limited to, FAR 52.227.14 and FAR 52.227.19, and the essential physical characteristics of the software are not altered by such modifications. The Government acknowledges that such modifications shall not affect the "commercial" status of the Website Services.

5.0 ACCOUNT INFORMATION AND DATA

5.1 Subscriber Data. Except as otherwise provided, Subscriber or its End Users, as applicable, shall own all data, information and other material that the Subscriber and its End Users upload to, submit to or store within the Website Services. Subscriber shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of the Subscriber Content and for the acquisition and maintenance of all intellectual property rights or rights to use the Subscriber Data. STR shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of or failure to store the Subscriber Data. In the event this Agreement is terminated (other than by reason of Subscriber’s breach), STR will make available to the Subscriber an electronic file in a format accessible to Subscriber and easily transferable into an excel spreadsheet(s) or other commercially reasonable database file of the Subscriber Data within thirty (30) days of termination if requested by the Subscriber at time of termination; after such thirty (30)
day period. STR may delete or destroy the Subscriber Data without liability to Subscriber or any End Users.

5.2 **Privacy and Security.** STR shall implement and maintain appropriate administrative and technical safeguards and protocols of the Website Services designed to protect the security, confidentiality, and integrity of the Subscriber Data in accordance with applicable law. Unless authorized by Subscriber or an End User (if applicable), STR shall not (i) modify Subscriber Data, (ii) disclose the Subscriber Data to third parties except to End Users as necessary to perform the Website Services (e.g., STR may disclose Subscriber Data relating to a title search performed on the property to a real estate agent who is designated by Subscriber as an End User) or as otherwise expressly permitted in writing by Subscriber; or (iii) access Subscriber Data except to provide the Subscription Services and prevent and address service or technical problems, or at the request of the Subscriber in connection with customer support matters or performance of Value-Added Professional Services outlined in an Order Form.

5.3 **Aggregated Data.** Notwithstanding the foregoing, STR may compile and use anonymous, aggregated, non-personally identifiable data derived from the Subscriber Data and combine it with similar data obtained from other STR subscribers (such that such aggregated data cannot be traced back to Subscriber individually) in order to perform or generate statistical analyses, conduct research related to STR’s professional work, identify, develop, and offer future STR value-added subscriber services or for any other purpose. Further, STR may utilize Subscriber Data to anonymously aggregate, publish, or otherwise make known Performance Benchmarks or other data metrics about the use of the Website Services. Performance Benchmarks or other data metrics attributed specifically to the Subscriber will only be published or otherwise made known with the prior written consent of Subscriber.

6.0 **CONFIDENTIALITY**

6.1 **Obligations.** STR and Subscriber agree to maintain in confidence any non-public information of the other party, whether written or otherwise, disclosed by the other party in the course of performance of this Agreement that a party knows or reasonably should know is considered confidential by the disclosing party ("Confidential Information"). The parties hereby agree that Confidential Information includes the terms and conditions of this Agreement and any discussions related thereto as well as non-public information relating to the finances, business, marketing plans, operations, technology, software or other information of a confidential nature, including all originals, copies, notes, analyses, digests and summaries thereof. The receiving party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Confidential Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Confidential Information and the disclosing party’s rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Confidential Information of the other party to those employees or agents who require access in order to perform hereunder, and, except as otherwise provided, neither party shall make Confidential Information available to any other person or entity without the prior written consent of the other party.

6.2 **Exclusions.** Confidential Information shall not include any information that is (a) already known to the receiving party at the time of the disclosure or allowed to be disclosed under paragraph 6.1; (b) publicly known at the time of the disclosure or becomes publicly known through no wrongful act or failure of the receiving party; (c) subsequently disclosed to the receiving party on a non-confidential basis by a third party not having a confidential relationship with the other party.
hereo that rightfully acquired such information; or (d) communicated to a third party by the receiving party with the express written consent of the other party hereto. A disclosure of Confidential Information that is legally compelled to be disclosed pursuant to a subpoena, summons, order or other judicial or governmental process shall not be considered a breach of this Agreement; provided the receiving party provides prompt notice of any such subpoena, order, or the like to the other party (to the extent such notice is permitted by law) so that such party will have the opportunity to obtain a protective order or otherwise oppose the disclosure. Further, STR and Subscriber may provide a copy of this Agreement or otherwise disclose its terms in connection with any legal or regulatory requirement, financing transaction or due diligence inquiry, provided that the recipients of the Agreement (except in the case of government or regulatory entities) are subject to confidentiality agreements at least as protective of the confidentiality of the Agreement as the provisions herein.

6.3 Destruction or Return of Confidential Information. Upon expiration or termination of this Agreement for any reason, each party shall promptly return to the other party, or destroy, as the parties agree in writing, all copies of the other party's Confidential Information. All copies, notes or other derivative material relating to the Confidential Information shall be promptly retrieved or destroyed, as agreed, and no such material shall be retained or used by the receiving party in any form or for any reason.

6.4 Relief. Each party agrees that any breach of the obligations in this Section 6 will cause irreparable harm to the disclosing party for which money damages will not be an adequate remedy. Therefore, the disclosing party shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or similar equitable relief against such breach or threatened breach of this Section 6 without the necessity of posting any bond.

7.0 INTELLECTUAL PROPERTY RIGHTS

All right, title, and interest, in and the Website Services and all copyrights, trademarks, service marks, patents, trade secrets and other proprietary rights embodied therein, and any improved, updated, modified, or additional parts thereof, will at all times remain the property of STR or its licensors. The Website Services are protected by United States copyright and other intellectual property laws and international treaty provisions. Customer may not remove the copyright notice or any other proprietary notices from the Website Services. Nothing herein will give or deemed to give Subscriber any right, title, interest in or to the same except as expressly provided in the license grant provisions above. STR reserves all rights not expressly granted in this Agreement.

8.0 REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION

8.1 Mutual Representations and Warranties. Each of STR and Subscriber covenants, represents and warrants that (a) it is duly incorporated and validly existing under the laws of its jurisdiction and organization, (b) it has the corporate capacity to enter into this Agreement and to perform each of its obligations hereunder, (c) it has duly authorized, executed and delivered this Agreement, and (d) this Agreement constitutes a legally valid and binding obligation that is enforceable against it in accordance with its terms, except as such enforcement may be limited by applicable law.

8.2 STR Representations and Warranties. STR represents and warrants to Subscriber that (a) it has all rights necessary to enter into and perform this Agreement and to grant the limited rights and licenses granted herein including, without limitation, all necessary rights in the Website
Services, (b) STR shall act in accordance with applicable laws and regulations in providing the Website Services and the Purchased Services, and (c) the Website Services and the Purchased Services will be provided by qualified personnel.

8.3 Subscriber Representations and Warranties. Subscriber represents and warrants to STR (a) it has all rights necessary to enter into and perform this Agreement and to grant the limited rights and licenses granted herein including, without limitation, all necessary rights in the Subscriber Content (b) the use of the Subscriber Content hereunder will not violate (i) Subscriber's obligations under any other agreement or to any third party, (ii) any applicable laws or regulations, or (iii) any privacy policies covering any Subscriber Content, (c) the Subscriber Content is not defamatory, obscene, or otherwise unlawful and does not infringe or interfere with any intellectual property, contract, right of publicity, or any other proprietary right of any individual or entity, and (d) it will not make any representation or warranty concerning the Website Services to any End User or third party that is inconsistent with this Agreement.

8.4 WARRANTY DISCLAIMER. THERE ARE NO WARRANTIES OR CONDITIONS (WHETHER IMPLIED OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE WEBSITE SERVICES OR PURCHASED SERVICES PROVIDED BY STR HEREUNDER. STR DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. STR DOES NOT WARRANT THAT THE WEBSITE SERVICES OR PURCHASED SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION OF THE WEBSITE SERVICES, PRODUCTS OR PURCHASED SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

8.5 Indemnification by STR. To the extent permitted by law, STR shall indemnify, defend, or at its option settle, any third party claim or suit against Subscriber based on a claim that the Website Services infringe any United States patent, copyright, trademark or trade secret and STR shall pay any final judgment entered against STR in any such proceeding or agreed to in settlement; provided (a) STR is promptly notified in writing of such claim or suit, (b) STR or its designee has sole control of such defense and/or settlement, and (c) Subscriber gives all reasonable information and assistance requested by STR or such designee. To the extent that use of the Website Services is enjoined, STR may at its option either (i) procure for Subscriber the right to use the Website Services, (ii) replace the infringing components with other suitable products, or (iii) refund the prepaid portion of the Fee(s) paid by Subscriber for the Website Services or the affected part thereof. STR shall have no liability under this Section 8.5 or otherwise to the extent a claim or suit is based upon (A) use of the Website Services in combination with software or hardware not provided by STR if infringement would have been avoided in the absence of such combination, (B) modifications to, or combinations with, the Website Services not made by STR, if infringement would have been avoided by the absence of such modifications or combinations, or (C) any action or omission of Subscriber or an End User for which Subscriber is obligated to indemnify STR under Section 8.6 below; or (D) the Subscriber Content.

THIS SECTION 8.5 STATES STR'S ENTIRE LIABILITY AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS BASED ON THE WEBSITE SERVICES.

8.6 Indemnification by Subscriber. To the extent permitted by law, Subscriber agrees to indemnify, defend and hold STR harmless from and against any and all costs, damages, expenses and/or other losses, including reasonable attorney's fees, suffered or incurred by STR or its parents,
affiliates, subsidiaries, successors and assigns, owners, officers, directors, agents and employees from any claim arising out of or relating to (a) Subscriber’s breach of this Agreement and/or any End User’s violation of the Website Services terms of use; (b) Subscriber Content; (c) any claim brought by an End User of the Website Services; and (d) any claim arising out of Subscriber’s use of the Website Services or any promotional materials in violation of this Agreement.

9.0 CONSEQUENTIAL AND SPECIAL DAMAGES

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST THE OTHER PARTY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS BEING BROUGHT AGAINST THE OTHER. THIS LIMITATION ON DAMAGES AND CLAIMS IS INTENDED TO APPLY TO ANY AND ALL CLAIMS OF EITHER PARTY WITHOUT REGARD TO WHICH OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR PROVEN INEFFECTIVE.

10.0 LIMITATION OF LIABILITY

10.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PERSONAL INJURY, PROPERTY OR EQUIPMENT DAMAGE EXCEPT PERSONAL INJURY, PROPERTY OR EQUIPMENT DAMAGE DIRECTLY CAUSED BY THE WILLFUL, UNLAWFUL OR NEGLIGENT ACT OR OMISSION OF A PARTY, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES. STR SHALL MAINTAIN A COMPREHENSIVE GENERAL LIABILITY POLICY.

10.2 THE CUMULATIVE LIABILITY OF EACH PARTY TO THE OTHER FOR ALL CLAIMS WHATSOEVER RELATED TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY URA TO STR UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRECEDING THE FIRST CLAIM, REGARDLESS OF THE NUMBER OF CLAIMS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY TO ANY AND ALL CLAIMS OF BOTH PARTIES, WITHOUT REGARD TO WHICH OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

11.0 DISPUTES

11.1 The parties agree to make a good faith effort to resolve any disagreement or dispute regarding any matter covered by this Agreement through negotiation; if necessary, senior management of each party will participate in negotiation.

11.2 In the event of a disagreement or dispute regarding any matter covered by this Agreement, which is not disposed of by mutual agreement, the parties hereto shall pursue those necessary corporate and/or legal remedies as may be appropriate to resolve any dispute. Legal remedies may include pursuit of the dispute by either party in a court of competent jurisdiction. In this event, each party shall be responsible for all costs it incurs as a result of such action or as ordered otherwise.
by a court of competent jurisdiction. It is the intention of the parties hereto that this provision shall govern all disputes arising under this Agreement.

12.0 TERMINATION

12.1 Termination for Cause. Either party may by written notice to the other party terminate this Agreement at any time in the event of a material breach of the terms hereof by the other party if such party shall fail to cure such material breach within thirty (30) calendar days of receipt of written notice thereof or such additional time as the non-defaulting party may authorize in writing, or if the Subscriber becomes insolvent, makes an assignment for the benefit of creditors, a receiver is appointed or a petition for Bankruptcy is filed with respect to the Subscriber and such proceeding is not dismissed within thirty (30) days. Except for any failure to pay money, in the event it takes more than thirty (30) days to cure the breach and substantial corrective action to remedy the breach has begun within the thirty (30) day period and diligently continues to be pursued, termination shall not be effective until sixty (60) calendar days have expired since receipt of written notice of the breach and the breach has not been cured within such sixty (60) day period.

12.2 Failure to Pay Fees. Any breach of the Subscriber’s payment obligations or unauthorized use of the Website Services will be deemed a material breach of this Agreement. STR, in its sole discretion, may immediately terminate the Subscriber’s password(s), account, or use of and access to the Website Services.

12.3 Termination Conditions. STR shall not be liable to Subscriber, any End User or any third party for suspension or termination of the Website Services in accordance with this Agreement. Upon termination of this Agreement, Subscriber will be obligated to pay the balance due for all Purchased Services provided prior to termination. Upon the effective date of expiration or termination of this Agreement for any reason, Subscriber’s right to use the Website Services or any Purchased Services shall immediately cease. All provisions which by their nature are intended to be performed after the termination or expiration of this Agreement shall survive its expiration or termination for any reason.

13.0 GROUND FOR CANCELLATION OF AGREEMENT BY THE LAND BANK; DISQUALIFICATION FOR FUTURE CONTRACTS WITH PUBLIC AUTHORITIES.

13.1 Notwithstanding anything herein to the contrary, and to the extent permitted by law, this Agreement may be cancelled or terminated by the Subscriber without penalty or damages of any kind upon (1) refusal by an owner, shareholder, member, manager director or officer, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, or (2) refusal of such person to sign a waiver of immunity against subsequent criminal prosecution, or (3) refusal of such person to answer any relevant question with respect to such transaction or contract.

13.2 Further, such person, and any firm, partnership, limited liability company or corporation of which such person is a shareholder, member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any public authority or official thereof, for goods, work or services, for a period of five years after such refusal.

STR.GRANTS, L.J.C.

Mastet Subscription Agreement 07/2012
13.3 In the event of cancellation or termination of this Agreement pursuant to this article, any monies owing by the Subscriber for services completed prior to the cancellation or termination shall be paid to STR.

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

15.0 IRANIAN ENERGY SECTOR DIVESTMENT. STR hereby represents that STR is in compliance with New York State Public Authorities Law Section 2829-c entitled “Iranian Energy Sector Divestment.” By signing this contract, each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. Specifically, STR represents that it has not:

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

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

16.0 NON-COLLABORATIVE BIDDING. By execution of this Agreement, STR warrants, under penalty of perjury, that to the best of knowledge and belief; the prices communicated to the Subscriber in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor. Unless otherwise required by law, STR also warrants that the prices which have been quoted in its Proposal have not been knowingly disclosed by STR prior to opening, directly or indirectly, to any other contractor or to any competitor. STR also warrants that no attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

17.0 NOTICE

All notices or communications hereunder shall be given to the respective parties hereto in writing and shall be sent through registered mail, or prepaid courier service, to the addresses stated below, or to such other address as a party has given in writing in substitution, and are effective upon receipt.

For the Subscriber: For STR:

STR.GRANTS, L.L.C.
18.0  PUBLICITY

The Subscriber hereby agrees that STR may include the Subscriber's name in its client lists in its sales materials. This use does not constitute an endorsement of STR by the Subscriber. STR will submit any proposed publicity notice (other than those intended for STR's employees) to the Subscriber for approval prior to release. A standard paragraph to be used by STR as a reference in STR's proposals will be submitted to the Subscriber for general use.

19.0  ASSIGNMENT

This Agreement or any interest therein shall not be assigned by either party hereto, other than to an affiliated entity, without the prior written consent of the other, except that STR may assign this Agreement in conjunction with the sale of all or a part of its business. In the event of such assignment by STR in conjunction with such sale, no consent from the Subscriber shall be required. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

20.0  NON-WAIVER OF RIGHTS/SEVERABILITY

The failure or delay of either party to insist upon strict performance of any of the terms and conditions or to exercise any rights or remedies hereunder shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. The provisions of this Agreement may be severable and the invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other parts hereof.

21.0  GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws in force under the Commonwealth of Virginia, United States of America, excluding that body of law known as the conflict of laws, and without regard to the United Nations Convention on the International Sale of Goods. The parties acknowledge that, as a public body corporate, Subscriber may be limited by appropriate legal authority in implementing this provision, and that this term's enforceability may be subject to revision as required by applicable law, ordinance, or order.

22.0  COMPLIANCE WITH LAWS

In performance of this Agreement, neither STR nor the Subscriber of itself, nor through or by its affiliates, agents, employees, representatives or otherwise, shall either directly or indirectly make, give, or promise any payment or other thing of value to any person for any purpose, or commit any other act that is unlawful under the provisions of the United States laws entitled the Foreign Corrupt Practices Act, the Export Administration Act, the Arms Export Control Act, and the Internal
Revenue Code and, to the extent not inconsistent with any of the laws of the United States, the laws of any other applicable jurisdiction.

Notwithstanding any other portion of this Agreement, STR and the Subscriber agree that the transfer of US-origin technology will be subject to the regulations of the US Departments of State and Commerce, as applicable. The parties agree to execute any agreement or written instrument required by these regulations expeditiously.

23.0 INDEPENDENT CONTRACTOR

Each party is an independent contractor in relation to one another with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

24.0 FORCE MAJEURE

Neither STR nor the Subscriber shall be held responsible for delays in performance when caused by fires, strikes, epidemics, embargoes, directions of Government, or other conditions of such a nature or description beyond their respective control which may delay performance or render performance commercially impracticable provided, however, that the affected party shall immediately notify the other of the conditions and the expected duration thereof.

25.0 ENTIRE AGREEMENT

This Agreement and the exhibits annexed hereto, and the specific documents to be developed (when signed by both parties), constitute the entire Agreement between the parties and there are no understandings or agreements relative hereto other than those which are expressed herein, and no change, waiver, or discharge hereof shall be valid unless it is in writing and is executed by the party against whom such change, waiver, or discharge is sought to be enforced.

26.0 CONFLICT OF TERMS

In the event that specific terms of this Agreement conflict with terms contained in the Appendices attached hereto, the terms contained in this Agreement shall have precedence.

27.0 SCHEDULES AND APPENDICES

The following Schedules and Appendices to this Agreement are attached hereto and form a part hereof:

Appendix A. Order Form
Exhibit A. Support and Service Level Agreement
Exhibit B. Sandbox Environment Addendum
IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND DELIVERED BY THEIR DULY AUTHORIZED OFFICERS, ALL AS OF THE DATE FIRST HEREIN ABOVE WRITTEN.

STR.GRANTS, L.L.C:

By: ____________________________
Name: Robert J. Fries
Title: CFO
Date: 12/9/2015

Albany County Land Bank Corporation, Inc.

By: ____________________________
Name: Kathleen Driscoll
Title: Executive Director
Date: 12/9/15
APPENDIX A
ORDER FORM

I. SUBSCRIPTION INITIALIZATION SERVICES (one-time):

*ePropertyPlus* Initialization Approach:

We believe that the fastest path to realizing a return on your investment is to get you up and running as soon as practical. Our approach balances this need for rapid deployment with the checks and balances needed to introduce new technology into your organization in the most efficient and effective manner.

Statement of Work:

**Goals**
- Transfer knowledge to Subscriber Team on how to configure and maintain their site
- Configure site for initial use
- Import data for initial use
- Train Subscriber Team on basic system usage

**Scope & Approach**

An *ePropertyPlus* consultant will work side-by-side with the Subscriber Administrator to configure *ePropertyPlus*, load the initial data needed to begin using *ePropertyPlus*, and prepare the Subscriber for administering *ePropertyPlus*. The scope of the Subscription Initialization Services includes the following:

A. **Configuration**
   - Configure the components needed for initial use:
     - Common Reference Data
     - Property Reference Data
     - Property Custom Fields
     - 1 Program
     - 1 Property Application
     - Site Settings (Branding, Support, and Location attributes)

B. **Data Initialization**
   - Load “active” Property records
     - “Active” properties are defined as those that are presently being actively managed by the Subscriber.
     - Properties will be loaded using their latest/most current status (e.g. New), status date, class, foreclosure year, and owner
   - Enter Owner records for “active inventory”
   - Enter Service Provider records

C. **Training**
   - **Site Maintenance Training**
     - Throughout the engagement, the Subscriber Administrators “learn by doing” and will not only be shown how to perform administrative tasks, they will actually perform many of those tasks themselves. We find that this provides for the highest level of self-sufficiency and allows for maximum productivity once the Subscriber is live. Specifically, consultant will show Subscriber Administrator:
       - How to configure system components
• How to manage Parties
• How to import Property records

b. **Usage Training**
STR consultant will walk the Subscriber Administrator through entering process transactions (services, applications, etc) and how to view/query/export **ePropertyPlus** data. This is hands-on, mentoring type training where users will be taking existing work and entering it into **ePropertyPlus**. Specific training areas include:
  o How to navigate, search, and filter records
  o How to process:
    ▪ Applications
    ▪ Services (e.g. Maintenance, Demolitions, Inspections)
    ▪ Ownership Changes (Acquisitions & Dispositions)
  o How to manage programs
  o How to manage property data

D. **Scope Limitations**
Due to the compressed nature of this initialization (reducing time from 3 weeks to 6 days), the following items will not be addressed during this effort:

a. **Configuration:**
  i. More than 1 application
  ii. More than 1 program
  iii. Service Checklists
  iv. Map Layers
  v. System Tags
  vi. Property Acquisition & Disposition Planning
  vii. Financials

b. **Training:**
  i. Importing Property Structures, Images, Attachments, Notes
  ii. Importing Parties
  iii. Importing Services
  iv. Importing Applications
  v. Managing User Accounts
  vi. Property Acquisition & Disposition Planning
  vii. Financials
  viii. Split/Merge Action

**Schedule of Activities**
<table>
<thead>
<tr>
<th>Day</th>
<th>Activity</th>
<th>Tasks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day1</td>
<td>Training</td>
<td>• Logging In, Changing Password</td>
</tr>
<tr>
<td></td>
<td>Configuration</td>
<td>• Decide which Property fields will be used</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Configure Property Reference data</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Configure Property Custom Fields</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Begin mapping and transforming Property data</td>
</tr>
<tr>
<td></td>
<td>Data</td>
<td>• Enter Owner Party records</td>
</tr>
<tr>
<td></td>
<td>Initialization</td>
<td></td>
</tr>
<tr>
<td>Day2</td>
<td>Data</td>
<td>• Finish mapping and transforming Property data</td>
</tr>
<tr>
<td></td>
<td>Initialization</td>
<td>• Import Property records</td>
</tr>
<tr>
<td></td>
<td>Configuration</td>
<td>• Configure Site Settings</td>
</tr>
<tr>
<td></td>
<td>Training</td>
<td>• Managing Images</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Managing Structures</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Searching/Querying/Exporting records</td>
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<tr>
<td></td>
<td></td>
<td>• Managing Saved Filters</td>
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<tr>
<td></td>
<td></td>
<td>• Personalizing Grid Settings</td>
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<tr>
<td>Day3</td>
<td>Training</td>
<td>• Understanding Program functionality</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Understanding Services &amp; Services Workflow functionality</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Managing Parties</td>
</tr>
<tr>
<td></td>
<td>Configuration</td>
<td>• Configure Program</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Decide which Services will be used</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Enter Service Provider records</td>
</tr>
<tr>
<td>Day4</td>
<td>Configuration</td>
<td>• Configure Property Application</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Configure Public Site Settings</td>
</tr>
<tr>
<td></td>
<td>Training</td>
<td>• Publishing/Unpublishing Properties</td>
</tr>
<tr>
<td>Day5</td>
<td>Training</td>
<td>• Processing Applications</td>
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<tr>
<td></td>
<td></td>
<td>• Processing Acquisitions &amp; Dispositions</td>
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<tr>
<td></td>
<td></td>
<td>• Processing Services (i.e. Maintenance, Demolitions, Inspections)</td>
</tr>
<tr>
<td>Day6</td>
<td>Training</td>
<td>• Ad-Hoc Reporting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Managing Notes &amp; Attachments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Manage Property Program Assignments</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Using ePropertyPlus Support</td>
</tr>
</tbody>
</table>

**Assumptions & Expectations**

**A. Scope Assumptions**

a. STR will train one (1) user, the ACLBC Administrator
b. One (1) property application will be configured and published
c. Up to five (5) owner records will be created
d. Up to four (4) service provider records will be created
e. Only the reference data required to support core property profiling will be configured; all other reference data classifications (i.e. Party Reference Data) will use delivered values
f. Delivered Roles will be used; custom roles will not be configured
B. **Resource Assumptions**
   a. STR will train one (1) user, the ACLBC Administrator
   b. ACLBC Administrator will be available 100% during the initialization effort
   c. Work will be done on site at ACLBC
   d. When on site, STR will need workspace with internet access, projector, whiteboard or flip chart so team can work collaboratively (ACLBC users will need laptops/workstations; STR resources will work on their own laptops)
   e. ACLBC Administrator will train any other users (Service Providers and other ACLBC Staff)

C. **Subscriber Administrator Expectations**
   a. Needs to understand Land Bank policies, procedures, and how existing data is managed (and by whom)
   b. Needs to be able to devote 100% of his/her time for the initialization period
   c. Needs to be able to make decisions regarding system usage and configuration
   d. Needs to be able and willing (have the time) to mentor/train staff on how to use the system going forward
   e. Needs to have time to devote to extracting, transforming, and validating data

D. **Subscriber Technical Expectations**
   a. Subscriber needs to ensure it has correct browsers loaded on computers before STR consultant arrives for Initialization Services. *ePropertyPlus* is compatible with the following browsers:
      - Internet Explorer 9 or above
      - Mozilla Firefox
      - Google Chrome

   *Note: Best performance is achieved with Mozilla Firefox or Google Chrome*

**Service Term:** The duration of the Initialization Service is not to exceed a fixed six-day period. Kickoff is planned for early January 2016, at which point the *ePropertyPlus* consultant will be onsite at the Subscriber’s office to begin the joint initialization effort with the designated Subscriber *ePropertyPlus* Administrative Lead. The time commitment of the Subscriber Administrative Lead is estimated at 100% for the six-day period. Prior to the Kickoff, the *ePropertyPlus* consultant will conduct a planning session with the Administrative Lead to review the Initialization process, timelines, roles and task responsibilities, and tools that can be used in preparation for the six-day effort. Additional time and/or services required beyond the specified six-day effort will be defined and priced in a new Value Added Professional Services Order Form.

**Price:** Considering the proposed six-day statement of work, the Subscriber’s property inventory, program volume and staff size, the Subscription Initialization Service is a fixed scope, fixed price of $18,000.00.

II. **USER SUBSCRIPTION SERVICES:**

**Description:** STR will provide the specified Users within the Subscriber organization with website hosting, data storage, management and security, and access to and use of https://aclb.epropertyplus.com. External users (e.g., property applicants, service suppliers, and vendors) will not be considered as part of the specified User number.
**Service Term:** The duration of the User Subscription Service is for a 12-month period. The User Subscription start date begins at the conclusion of the Subscription Initialization term described above. STR will provide a written confirmation of the actual User Subscription Start Date.

**Number of Specified Users:** Up to five (5) Named Standard Users with corresponding roles/privileges will be defined in Initialization phase. At this time, no Light Users will be defined in the Initialization phase. A Light User has read only privileges on properties, programs, projects, services, financials, parties, and applications; and has the ability to add property notes (but can’t add notes on any other aspects of the ePropertyPlus solution or search and report on notes).

**Price:** The initial monthly User Subscription Service fee is $1,250.00, based on up to five (5) Specified Users. The fee is based on monthly periods that begin on the Subscription start date and each monthly anniversary thereafter for the 12-month Service Term. Subscriber will pay the User Subscriber Service fee in advance on an annual basis ($15,000.00). Should the number of Specified Standard Users during the Service Term exceed the five (5) specified in this Order Form, or should Specified Light Users be added, an additional fee will be assessed, based on the current ePropertyPlus tiered monthly fee model below:

<table>
<thead>
<tr>
<th>Minimum Annual Subscription Fee</th>
<th>Fee/Light User</th>
<th>External Users</th>
<th>Internal Standard Users</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000.00</td>
<td>N/A</td>
<td>Unlimited</td>
<td>Up to 5</td>
</tr>
<tr>
<td><strong>Monthly Fee for Each Additional Standard User</strong></td>
<td><strong>Monthly Fee for Each Additional Light User</strong></td>
<td><strong>External Users</strong></td>
<td><strong>Internal Standard Users</strong></td>
</tr>
<tr>
<td>$150.00</td>
<td>$37.50</td>
<td>Unlimited</td>
<td>Per additional User</td>
</tr>
</tbody>
</table>

Each additional Specified User will be charged starting with the monthly period in which the new Specified User was identified and continuing through the remaining monthly periods of the Service Term. This additional fee will also be paid in advance on the basis of the remaining months in the 12-month User Subscription Term.

### III. DOCUMENT AND MAP DATA STORAGE QUOTAS AND PRICING:

ePropertyPlus is hosted using Amazon Cloud infrastructure. Amazon Cloud enables to scale up or scale down quickly based on your needs. Out-of-the-box ePropertyPlus provides significant storage and additional storage can be easily added at minimal cost. You do not need to make any expensive upgrades or upfront commitments to add additional storage. There will be no additional costs for document storage or for the first 2GB of map data during the first year. Beginning with the second year, the usage restrictions will be 250 GB for Document Storage and 250 MB for Map Data Storage. Storage requirements above these levels will involve additional costs.

* All the documents are stored redundantly for disaster recovery. 250 GB translates to storing around 125,000 documents with an average file size of 2MB.

** Only the imported map layers are considered under Map Data Storage. All the geo information related to the properties stored in ePropertyPlus is provided at no cost.
Invoices and Payments

STR shall submit all invoices to the designated payment office for this Agreement, which shall be, unless STR receives written notification to the contrary, the following:

Kathleen Bronson  
Executive Director  
Albany County Land Bank Corporation, Inc.  
kbronson@albanycountylandbank.org

STR shall issue invoices for amounts specified above. Prices shown are in U.S. Dollars unless otherwise noted. All invoices shall be due and payable in U.S. Dollars within thirty (30) calendar days of the date of invoice except as otherwise agreed. Payments shall be sent to the following account:

STR.GRANTS, L.L.C.  
3975 Fair Ridge Drive  
Suite 125 South  
Fairfax, VA 22033

ACII Wires:  
Bank: BB&T Bank  
ABA#: 060005318  
Account No: 0000151988628

All payments will be clearly marked with the invoice number received from STR.

Taxes/Duties

Applicable taxes/duties, if any, are in addition to the costs in Appendices A and shall be paid in full by the Subscriber. This includes any sales, use, or value-added taxes; any import duties or tariffs; and any tax levied by a government other than that of the USA or a state or local government within the USA based on the income or payroll of STR or the income of any STR non-resident employee or contractor (either of which Subscriber requests to work outside the USA beyond the applicable time threshold).

IN WITNESS WHEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE SIGNED AND DELIVERED BY THEIR DULY AUTHORIZED OFFICERS, ALL AS OF THE DATE FIRST HEREFIN ABOVE WRITTEN.

STR.GRANTS, L.L.C.  
By: 
Name: Robert J. Fries  
Title: CFO  
Date: 12/4/2015

Albany County Land Bank Corporation, Inc.  
By: 
Name: Kathleen Bronson  
Title: Executive Director  
Date: 12/4/15
EXHIBIT A

SUPPORT AND SERVICE LEVEL AGREEMENT

SUPPORT

STR shall (i) provide basic support (Monday through Friday 8am - 6pm Eastern time) for the User Subscription Service at no additional charge, or Premier User Subscription Support if purchased separately, (ii) use commercially reasonable efforts to make the User Subscription Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which STR shall give at least 8 hours’ notice, and which STR shall schedule to the extent practicable during the weekend hours or from 6:00pm to 3:00 am Monday through Friday) Eastern time, or (b) any unavailability caused by circumstances beyond STR’s control, including, without limitations, acts of God, acts of government, civil unrest, acts of terror, strikes or other labor problems (other than those involving STR employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Website Services only in accordance with applicable laws and government regulations.

Subscriber shall report all defects to the STR Services Solution Center online via the issue reporting facility of https://aeb.GetPropertyPlus.com, or, if the website is down, via support@GetPropertyPlus.com. Said communications are to be continuously attended by STR during the Coverage Window contracted for by the Subscriber.

The Subscriber will establish the Subscriber Help Desk for support of designated Internal Users. All inquiries directed to the Subscriber’s public website will also go to Client Help Desk. The Subscriber will use its best efforts to ensure that all defects and other requests for ad hoc support are channeled through these designated persons.

SERVICE LEVEL AGREEMENT

STR will provide an initial response to tickets within 90 minutes during business hours. Issues will be categorized under the following definitions to reflect a measure of severity:

- **Priority 1: Business critical.** Represents a complete loss or outage of ePropertyPlus or a critical feature that is completely unavailable, and no workaround exists.
- **Priority 2: Degraded service.** A major function or feature is not operating as expected, affecting a business process, but normal business operations are not disrupted. A workaround may be available.
- **Priority 3: General issue.** Some loss of functionality, but no immediate business exposure. In most cases condition can be circumvented or avoided.

STR reserves the right to reclassify the priority level at any time if we believe the initial classification is incorrect. Reclassifications are almost exclusively used in situations where a ticket is submitted as Priority 1, but the situation contradicts the Priority 1 definition – usually a non-production set-up issue, or how-to question. STR team members may also increase the priority level if the situation is deemed to be more urgent than originally reported.
The service levels associated with the priority classification are as shown in the table below:

<table>
<thead>
<tr>
<th></th>
<th>Priority 1</th>
<th>Priority 2</th>
<th>Priority 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Helpdesk Availability</td>
<td>8 am ~ 6 pm EST M-F, excluding holidays</td>
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<tr>
<td>Average Speed of Answer*</td>
<td>≤ 90 mins</td>
<td>≤ 90 mins</td>
<td>≤ 90 mins</td>
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<tr>
<td>Time to Problem Identification</td>
<td>≤ 8 hours</td>
<td>≤ 2 business days</td>
<td>≤ 3 business days</td>
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<tr>
<td>Time to Problem Resolution (or workaround as needed)</td>
<td>With customer input</td>
<td>With customer input</td>
<td>With customer input</td>
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</table>

*Answer is defined as initial reply that the ticket has been received, it has been assigned, and someone is researching.
EXHIBIT B

ePropertyPlus Sandbox Environment Addendum

BACKGROUND:

Subscribers have approached STR regarding the need for a non-production environment where they can:

1. experiment with new processes and configurations as their business changes, before implementing these changes in the production environment;
2. enter test and/or training scenarios/transactions after go live;
3. experiment with using new software features before doing so in their production environment

In response to these requests, STR is providing an ePropertyPlus Sandbox Environment ("Sandbox"), which allows Subscribers to run programs inside the Sandbox on a 'one-off' basis. The Sandbox allows the Subscriber to run the program in an isolated space, which allows for experimentation with configuration options while preventing Users from making permanent changes to Subscriber’s production version of ePropertyPlus. This is helpful to test and experiment with the behavior of new processes and features.

STR’s USE TERMS AND LIMITATIONS:

1. The ePropertyPlus Sandbox Addendum (the “Addendum”) is coterminous with the underlying Master Subscription Agreement.
2. The Sandbox is meant to test imports, configuration, and new processes. It is not meant to be a back-up or replication of the production environment.
3. STR does not provide Support, online help, or Back-up for the Sandbox.
4. There are no “up-time” guarantees. The Sandbox can go down for maintenance at any time.
5. STR will create a Sandbox site using visual indicators in the site settings to give Subscriber an indication that its Users are in the Sandbox and not the Production environment.
6. Sandbox will be updated with code from new Releases.
7. Features/Data Restrictions:
   a. Reporting – slower performance
   b. GeoCode – limited to 10 at a time

SUBSCRIBER’S RESPONSIBILITIES:

1. Subscriber is responsible for the configuration and loading of data.
2. The Sandbox cannot be used for Production purposes. If it is determined that Subscriber is using the Sandbox as an alternate Production environment, STR reserves the right to discontinue the Subscriber’s ePropertyPlus Subscription Service, or charge the Subscriber for said use.
3. Subscriber uses the Sandbox at its own risk. STR will create a site using visual indicators in the site settings to give Subscriber indication that its Users are in the Sandbox and not the Production environment.
May 16, 2019

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

Dear Chairman Joyce:

Pursuant to Resolution No. 29 of 2019, legislative authorization is requested to transfer the attached list of foreclosed properties acquired though the “In Rem” process to the Albany County Land Bank Corporation.

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

Sincerely Yours,  

Shawn A. Thelen

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

Description (e.g., Contract Authorization for Information Services):
Authorization to Transfer Properties to the Albany County Land Bank Corporation

Date: May 16, 2019
Submitted By: Shawn Thelen
Department: Management and Budget
Title: Commissioner
Phone: 518-447-7040
Department Rep.: Anthony Dilella
Attending Meeting: Michael McLaughlin

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

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

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

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

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

Click or tap here to enter text.

Scope of Services:

Click or tap here to enter text.

Bond Res. No.:

Click or tap here to enter text.

Date of Adoption:

Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:

Yes ☐ No ☐

If Mandated Cite Authority:

Click or tap here to enter text.

Is there a Fiscal Impact:

Yes ☐ No ☐

Anticipated in Current Budget:

Yes ☐ No ☐

County Budget Accounts:
### File #: TMP-0855, Version: 1

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<tr>
<td>Length of Contract:</td>
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<tr>
<td><strong>Impact on Pending Litigation</strong></td>
<td>Yes ☐ No ☐</td>
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<tr>
<td>If yes, explain:</td>
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**Previous requests for Identical or Similar Action:**
- **Resolution/Law Number:** 481
- **Date of Adoption:** November 13, 2017

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

Pursuant to ABL Resolution No. 29 of 2019 authorization is requested to transfer the attached list of foreclosed properties to the Albany County Land Bank Corporation. These properties were acquired by the County through the “In Rem” foreclosure process.
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<td>Column 5</td>
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</table>
May 14, 2019

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

Dear Chairman Joyce:

Legislative authorization is requested to rescind the sale of 182 Brevator Street, located in the City of Albany to the Albany County Land Bank Corporation pursuant to ABL Resolution No. 271 of 2018 and in accordance with ABL Resolution No. 29 of 2019, authorization is also requested to transfer 182 Brevator Street to the immediate former owner Spiritual Center for Human Development C/O Reverend Clara Galus.

Reverend Clara Galus has placed on deposit the amount of $8,214.93 which represents the full amount of delinquent and current taxes owed to and paid by the County for 182 Brevator Street.

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

Sincerely Yours,

[Signature]
Shawn A. Thelen

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

Description (e.g., Contract Authorization for Information Services):

Rescind the sale of 182 Brevator St to the Albany County Land Bank per ABL Resolution No. 271 of 2018 and authorize property reacquisition-City of Albany-182 Brevator St - Tax Map # 53.82-1-9

Date: May 8, 2019
Submitted By: Shawn Thelen
Department: Management And Budget
Title: Commissioner
Phone: 447-7040
Department Rep.: Anthony Dilella
Attending Meeting: Michael Mc Laughlin

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):
    Click or tap here to enter text.

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

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

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

CONCERNING ALL REQUESTS

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

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

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

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

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

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

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 519
Date of Adoption: November 13, 2018

Justification: (state briefly why legislative action is requested)

182 Brevator St located in the City of Albany was the domicile and the place of ministry for Reverend Clara Galus, this parcel was foreclosed by the county and intern was authorized by resolution for transfer to the Albany County Land Bank. Reverend Clara Galus has placed on deposit the amount of $8,214.93 which represents the full amount of delinquent and current taxes paid by the County for 182 Brevator St. Authorization is needed to rescind the sale of 182 Brevator St, tax map No. 53.82-1-9 located in the City of Albany to the Albany County Land Bank per Resolution No. 271 of 2018 and in accordance with ABL Resolution No. 29 of 2019, authorization is also requested to transfer 182 Brevator St to the immediate former owner Spiritual Center for Human Development C/O Reverend Clara Galus, 182 Brevator St, Albany N.Y. 12206.
May 1, 2019

Daniel P. McCoy, Albany County Executive
Office of the Albany County Executive
112 State Street — Room 1200
Albany, New York 12207

VIA E-MAIL ONLY
Michael.McLaughlin@albanycounty.ny.gov

c/o Michael McLaughlin, Director of Policy and

Re: 182 Brevator Street, Albany, NY 12206
Tax Map No. 53.82-1-9
File No. 5740.32969

Dear Mr. McCoy:

I am Reverend Clara P. Galus. Since September of 1972, I have owned this real property, when I and my late husband, Philip Galus, originally purchased it. The property has recently been classified as tax-exempt, as it was from that which my ministry, The Spiritual Center for Human Development was based.

I am of advanced age and am spending some time away from my home out of state. In the Spring of last year, I made the decision to list my home for sale so that it could be purchased by someone who would be able to care for the property in a manner that is becoming more and more difficult for me to maintain. I eventually entered into a contract of sale, but when a title search was performed, it was determined that the property was no longer owned by me because it had been foreclosed upon by Albany County for non-payment of outstanding water charges. Unfortunately, while I recognize that it is my own responsibility, I did not know that water charges were being incurred and thus did not take any steps to pay them.

In the Summer of 2018, I made inquiries as to whether I would be able to re-purchase the property from the County of Albany. At that time, my attorney was informed that the Albany County Legislature had passed a resolution authorizing the transfer of title to the Albany Land Bank, which transfer to my knowledge has not occurred. When my son recently spoke to Mr. McLaughlin of your office, we were advised that there may be a way where the County could pass new legislation which could bypass the transfer to the Land Bank and instead convey the property to me, provided I pay the full amount of the delinquency for the unpaid water charges. This letter is being sent to request that the County consider this possible option. I am able to affirmatively state that I would be prepared to pay the full amount of taxes owed and paid by the County for 182 Brevator Street which I understand is approximately $8,214.93.

I respectfully ask that you take the steps needed to determine whether this option is available to me.
If you need any additional information, please feel free to contact me.

Thank you and Mr. McLaughlin, for your time and attention.

Very truly yours,

[Signature]

Reverend Clara P. Galus

# 501-C-3
COUNTY OF ALBANY  
DIVISION OF FINANCE  

DEPOSIT TRANSMITTAL  
Division of Finance, Cash Receipts, 112 State Street, Suite 800, Albany, New York 12207  
Office: (518) 447-7070, Fax: (518) 447-5516  
PLEASE PRINT OR TYPE INFORMATION  

<table>
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<th>DEPARTMENT</th>
<th>Finance, Division of</th>
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</thead>
<tbody>
<tr>
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</table>

VOID VOID VOID VOID
CASHIER'S CHECK
May 03, 2019

PAY TO THE ORDER OF  
***ALBANY COUNTY DEPARTMENT OF MANAGEMENT***  
***AND BUDGET***  

***Eight thousand two hundred fourteen dollars and 93 cents***  

**$8,214.93**

Wells Fargo Bank, N.A.  
2555 Mission St  
San Francisco, CA 94110  
For Inquiries Call (415) 394-3122

FOR OFFICE USE ONLY: DIVISION OF FINANCE  
Paid Receipt Stamp  
Res 271 of 2018  
6/11/2018  
ACLB  

Rev. 12-2007
**COUNTY OF ALBANY**  
**DIVISION OF FINANCE**

**DEPOSIT TRANSMITTAL**

Division of Finance, Cash Receipts, 112-State Street, Suite 600, Albany, New York 12207  
Office: (518) 447-7070, Fax: (518) 447-5516

PLEASE PRINT OR TYPE INFORMATION

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**Total Number of Checks:** 1  
**Total Amount of Checks:** $8,214.93  
**Total Amount of Cash:** $0.00  
**Total Deposit:** $8,214.93

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**VOID VOID VOID VOID VOID VOID VOID VOID VOID**

**CASHIER'S CHECK**

- **Remitter:** JOSEPH GALUS  
- **Operator I.D.:** u097402  
- **# of Check:** 0006405501  
- **Date:** May 03, 2019

**PAY TO THE ORDER OF:**  
***ALBANY COUNTY DEPARTMENT OF MANAGEMENT***  
***AND BUDGET***

***Eight thousand two hundred fourteen dollars and 93 cents***

**$8,214.93**

**Wells Fargo Bank, N.A.**  
2555 Mission St  
San Francisco, CA 94110  
For inquiries call (404) 305-3122

---

**FOR OFFICE USE ONLY: DIVISION OF FINANCE**

**PAID RECEIPT STAMP**

Res 271 of 2018  
6/11/2018  
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### COUNTY OF ALBANY
#### Real Estate Tax Statement

**PARCEL:** 05308200010090000000

**LOCATION:** 182 BREVATOR ST

**OWNER:**
- GALUS REV. CLARA P.
- 182 BREVATOR ST
- ALBANY NY 12206

**STATUS:**
- **SQUARE FEET:** 0
- **LAND VALUATION:** 91,200
- **BUILDING VALUATION:** 0
- **EXEMPTIONS:** 0
- **TAXABLE VALUATION:** 91,200
- **INTEREST PER DIEM:** 1,091.80

**LEGAL DESCRIPTION:**

**DEED DATE:**

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<td>1,069.29</td>
<td>4,507.65</td>
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</table>
May 7, 2019

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

Re: RP-554 - Application for Corrected Tax Roll
Capital City Gospel Mission
118 Arch Street, Albany, NY12201
76.57-4-9

Dear Chairman Joyce,

Trey Kingston, the assessor for the City of Albany, submitted an Application for Corrected Tax Roll on behalf of the City Mission. The City Mission purchased 118 Arch Street in December 2017. Pastor Perry Jones filed a renewal application for nonprofit organizations with the city assessor in a timely manner. Unfortunately, Pastor Jones filed the wrong application. This clerical error is merely a technicality. The property was not exempt on the 2018 final assessment roll; therefore, the property received a 2019 property tax bill.

According to RPTL 420-a, the assessor may grant the exemption provided the assessor personally inspects the property and certifies in writing that the property satisfies all the requirements for the exemption. The assessor inspected the property and provided an affidavit, which is included in the back up. It appears the property satisfies the requirements for a nonprofit exemption.

Given the information provided, it is my recommendation to cancel the 2019 property tax on 118 Arch Street, Albany, NY.

Sincerely,

Maggie A. Alix

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization to Correct Tax Roll - City of Albany

Date: May 7, 2019
Submitted By: Maggie A. Alix
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5291
Department Rep.
Attending Meeting: Maggie A. Alix

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) Authorization to Correct Tax Roll - City of Albany

CONCERNING BUDGET AMENDMENTS

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

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

**Contract Terms/Conditions:**

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

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

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

Scope of Services:  
    Click or tap here to enter text.

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

Date of Adoption:  
    Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:  
Yes ☐ No ☒

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

Is there a Fiscal impact:  
Yes ☒ No ☐

Anticipated in Current Budget:  
Yes ☐ No ☒
Justification: (state briefly why legislative action is requested)
The City Mission purchased 118 Arch Street in December 2017. Pastor Perry Jones filed a renewal application for nonprofit organizations with the city assessor in a timely manner. Unfortunately, Pastor Jones filed the wrong application. An initial application needed to be filed as opposed to a renewal. This clerical error is merely a technicality. The property was not exempt on the 2018 final assessment roll; therefore, the property received a 2019 property tax bill.

According to RPTL 420-a, the assessor may grant the exemption provided the assessor personally inspects the property and certifies in writing that the property satisfies all the requirements for the exemption. The assessor inspected the property and provided an affidavit, which is included in the back up. It appears the property satisfies the requirements for a nonprofit exemption.

Given the information provided, it is my recommendation to cancel the 2019 property tax on 118 Arch Street, Albany, NY.
### Part 1 – General information: To be completed in duplicate by the applicant.

<table>
<thead>
<tr>
<th>Names of owners</th>
</tr>
</thead>
<tbody>
<tr>
<td>Capital City Gospel Mission</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing address of owners (number and street or PO box)</th>
<th>Location of property (street address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>239 S Pearl St</td>
<td>118 Arch St</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City, village, or post office</th>
<th>State</th>
<th>ZIP code</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany</td>
<td>NY</td>
<td>12201</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Daytime contact number</th>
<th>Evening contact number</th>
<th>Tax map number of section/block/lot: Property identification (see tax bill or assessment roll)</th>
</tr>
</thead>
<tbody>
<tr>
<td>518-462-0459</td>
<td>518-469-4844</td>
<td>76.57-4-9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account number (as appears on tax bill)</th>
<th>Amount of taxes currently billed</th>
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<tbody>
<tr>
<td>03240</td>
<td>2,159.98</td>
</tr>
</tbody>
</table>

Reasons for requesting a correction to tax roll:
Owner filed exemption application on 1/4/18. For unknown reason (likely clerical error), exemption was not applied.

I hereby request a correction of tax levied by City/County of Albany for the year(s) 2019.

Signature of applicant: [Signature]  
Date: 1/29/19

### Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls. If a Directed reinstatement, see instructions.

<table>
<thead>
<tr>
<th>Date application received</th>
<th>Period of warrant for collection of taxes</th>
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<tbody>
<tr>
<td>2/1/19</td>
<td>01/01/2019</td>
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<tr>
<th>Last day for collection of taxes without interest</th>
<th>Recommendation</th>
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<tr>
<td>01/31/19</td>
<td>Approve application</td>
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<tr>
<th>Signature of official</th>
<th>Date</th>
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<tr>
<td>[Signature]</td>
<td>5/7/19</td>
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</table>

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of Albany, who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

### Part 3 – For use by the tax levying body or official designated by resolution

Application approved (mark an X in the applicable box):
- Clerical error [X]
- Error in essential fact  
- Unlawful Entry  
- Directed reinstatement

Amount of taxes currently billed: $2,159.98

Corrected tax: -0-

Date notice of approval mailed to applicant: 

Date order transmitted to collecting officer: 

Application denied (reason): 

Signature of chief executive officer, or official designated by resolution: 

Date: 
CITY OF ALBANY - 2019 PROPERTY TAXES

FISCAL YEAR: 1/1/2019 to 12/31/2019
WARRANT: 12/31/2018
ESTIMATED COUNTY STATE AID: $80,121,595

<table>
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<tr>
<th>BANK</th>
<th>BILL</th>
<th>TAX MAP NUMBER</th>
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<tr>
<td></td>
<td>150316</td>
<td>76.57-4-9</td>
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</tbody>
</table>

MAKE CHECKS PAYABLE TO:
CITY OF ALBANY
City Hall Room 110
24 Eagle Street
Albany, NY 12207
(518) 434-5035

PROPERTY INFORMATION:
ACCOUNT #: 03240
DIMENSION: 51.77 X 94.17
ROLL: 1
LOCATION: 118 Arch St
SCHOOL: 010100

FULL MARKET VALUE: 122,600
UNIFORM % OF VALUE: 100.00%
LAND ASSESSMENT: 122,600
TOTAL ASSESSMENT: 122,600

PROPERTY OWNERS BILL OF RIGHT
If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

<table>
<thead>
<tr>
<th>LEVY DESCRIPTION</th>
<th>TOTAL TAX LEVY</th>
<th>% CHANGE FROM PRIOR YEAR LEVY</th>
<th>TAXABLE VALUE OR UNITS</th>
<th>RATE</th>
<th>TAX AMOUNT</th>
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<tbody>
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<td>County Tax</td>
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<td>-1.6%</td>
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<td>14.043300</td>
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TOTAL BASE TAXES DUE: $2,159.98

Date Paid: __________________________ Amount Paid: __________________________

$0.00

Pay By 1/31/2019

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<tr>
<th>Tax Amount</th>
<th>Interest</th>
<th>Total Due</th>
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<td>$2,159.98</td>
<td>$0.00</td>
<td>$2,159.98</td>
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</table>

TOTAL DUE: $2,159.98
May 4, 2019

118
Re: 188 Arch Street

On April 12, 2019, I personally inspected the property owned by the Albany City Gospel Mission located at 118 Arch Street in Albany. The property is being converted into a community room/classroom to be used by the mission located directly across Arch Street.

Being a not-for-profit which is organized to serve the members of the community, the Mission’s property at 118 Arch Street, being converted to a classroom and meeting space used to continue the organizations purpose does qualify as an exempt property pursuant to RPTL 420-a.

Sincerely,

Trey Kingston, Assessor
City of Albany
NEW YORK STATE DEPARTMENT OF TAXATION & FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES
RENEWAL APPLICATION FOR REAL PROPERTY TAX EXEMPTION
FOR NONPROFIT ORGANIZATIONS
1 - ORGANIZATION PURPOSE
(See general information and instructions on back form)

1a. Name: Capital City Gospel Mission,
259 S Pearl St
Albany, NY 12201

b. Mail to:
118 Arch St

2. Have any of the following changes occurred since application for this property tax exemption was last filed? If any of the listed changes have occurred, please give a detailed explanation of each change on the back of this form, check the appropriate line below, and complete and sign the statement. If none of the changes has occurred, please check the appropriate line below and complete and sign the statement.

☐ a. A change has occurred in the purpose(s) of the organization.
☐ b. A change has occurred in the organization as a result of action taken by one or more regulatory agencies (such as issuance, restriction, or withdrawal of an operating certificate, permit, charter, or similar authorization).
☐ c. A change has occurred in the organization's status with regard to exemption from federal income taxes (such as exempt status has been recognized, denied, or revoked by the Internal Revenue Service, or the Internal Revenue Code classification of exemption has been changed).

☐ STATEMENT OF CHANGE — I hereby certify that all of the changes, as listed above, that have occurred since application for exemption was last filed have been noted and the explanations of such changes are true and correct to the best of my knowledge and belief.

☒ STATEMENT OF NO CHANGE — I hereby certify that none of the changes listed above has occurred since application for exemption was last filed to the best of my knowledge and belief.

Signature: ____________________________
Executive Director/Pastor: ____________________
Date: 14/18

3. Forms filed with the Internal Revenue Service by the organization since application for property tax exemption was last filed (check all applicable lines):
☐ Form 1023 (Application for Recognition of Exemption under Section 501 (c)(3) of the Internal Revenue Code)
☐ Form 1024 (Application for Recognition of Exemption under Section 501 (a)).
☒ Form 990 (Return of Organization Exempt from Income Tax under Section 501 (c) of the Internal Revenue Code)
☐ Schedule A. Form 990 (Organizations Exempt under Section 501(c) (3))
☐ Form 990-PF (Return of Private Foundation Exempt from Income Tax) We are currently exempt from 990s as a church.
☐ Form 990-AR (Annual Report of Private Foundation)
☐ Form 990-T (Exempt Organization Business Income Tax Return)
☐ None of these

(Note: Assessor may request a copy of forms filed)

FOR ASSESSOR'S USE
Assessing unit: ______________________________
City/Town: ______________________________
School District: ______________________________

County: ______________________________
Village: ______________________________
APPLICATION FOR REAL PROPERTY TAX EXEMPTION
FOR NONPROFIT ORGANIZATIONS
II - PROPERTY USE
(See general information and instructions on back form)

a. Name: Capital City Gospel Mission,
259 S Pearl St
Albany, NY 12201

b. Mailin


c. Employer ID no. 56-26-63990

g. Property identification (see tax bill or assessment roll) Tax map number or section/block/lot
118 Arch St (Other Storage)

2. Have any of the following changes occurred since application for this property tax exemption was last filed?
   If any of the listed changes have occurred, please give a detailed explanation of each change on the back of this form, check the appropriate line below, and complete and sign the statement. If none of the changes has occurred, please check the appropriate line below and complete and sign the statement.
   □ a. A change has occurred in the ownership of all or part of the property.
   □ b. A change has occurred in the use or uses of the property by the owner.
   □ c. A change has occurred in that all or part of the property is now being offered for sale or lease.
   □ d. All or part of the property is occupied by an organization other than the owner: the user organization(s) make payments for use of the property, and a change has occurred in (1) the proportion of the property so occupied, (2) the terms of the occupancy, or (3) the payments made by the occupant(s).
   □ e. Physical changes in the property (such as construction, alterations, or demolition) have occurred.
   □ f. A change has occurred in the nature or schedule of planned construction of buildings or other improvements on an improved portion of the property.
   □ g. One of the organization's purposes is hospital, and a change has occurred in the amount of space or time that the property is used for the private practice of staff members or others rather than for the direct hospital related activities.

□ STATEMENT OF CHANGE
I hereby certify that all of the changes, as listed above, that have occurred since application for exemption was last filed have been noted and the explanations of such changes are true and correct to the best of my knowledge and belief.

✓ STATEMENT OF NO CHANGE
I hereby certify that none of the changes listed above has occurred since application for exemption was last filed to the best of my knowledge and belief.

Signature

Date

Executive Director [Print]

Title

FOR ASSESSOR'S USE

Assessing unit ___________________________ County ___________________________
City/Town ___________________________ Village ___________________________
School District ___________________________
26
May 8, 2019

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

Re:    RP-556 - Application for Refund
       37 Buell Street, Albany, NY 12206
       53.82-2-13

Dear Chairman Joyce,

Trey Kingston, the assessor in the City of Albany, submitted an Application for Refund, on behalf of the property owner. According to the assessor’s affidavit, 37 Buell Street is and has been Mr. Flynn’s primary residence since he purchased the property in 2007. Upon acquisition, Mr. Flynn applied for an alternative veteran’s exemption. Mr. Flynn has been receiving a 15% veteran’s exemption since July 1, 2008. Due to a systematical clerical error, the exemption was removed from the 2018 database file. The alternative veteran’s exemption should have been applied to the 2019 property tax.

Please review the enclosed documentation. I recommend a refund for $287.93.

Sincerely,

Maggie A. Alix, Director
Real Property Tax Service Agency

CC:    Dennis Feeny, Majority Leader
       Frank Mauriello, Minority Leader
       Kevin Cannizzaro, Majority Counsel
       Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization for Refund of Real Property Tax

Date: May 8, 2019
Submitted By: Maggie A. Alix
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5291
Department Rep.
Attending Meeting: Maggie A. Alix

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) Authorization for Refund of Real Property Tax - City of Albany

CONCERNING BUDGET AMENDMENTS

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

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

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

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal_Impact:
Yes ☒ No ☐
Anticipated in Current Budget:
Yes ☐ No ☒
Justification: (state briefly why legislative action is requested)

According to the assessor's affidavit, 37 Buell Street is and has been Mr. Flynn's primary residence since he purchased the property in 2007. Upon acquisition, Mr. Flynn applied for an alternative veteran's exemption. Mr. Flynn has been receiving a 15% veteran's exemption since July 1, 2008. Due to a systematical clerical error, the exemption was removed from the 2018 assessment database file. The alternative veteran's exemption should have been applied to the 2019 property tax.

Please review the enclosed documentation. I recommend a refund to the property owner for $287.93.
Part 1 — General information: To be completed in duplicate by the applicant.

Names of owners
Gary Flynn

Mailing address of owners (number and street or PO box) 37 Buell Street

Location of property (street address) 37 Buell Street

City, village, or post office Albany

State NY

ZIP code 12206

City, town, or village Albany

State NY

ZIP code 12206

Daytime contact number

Evening contact number

Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) 53.82-2-13

Account number (as appears on tax bill) 15924

Amount of taxes paid or payable 1,919.57

Date of payment 01-30-2019

Reasons for requesting a refund or credit:
Mr. Flynn has had all veterans exemption in the amount of 15% of AV since he purchased 37 Buell in 2007. This is and has been Mr. Flynn's primary residence since 2007. For an unknown reason the exemption was removed prior to the 2018 assessment roll resulting in a taxable value at the full assessed value of $133,000. With exemption, municipal taxable value should have been $113,050.

I hereby request a refund or credit of real property taxes levied by City/County of Albany for the year(s) 2019.

Signature of applicant

Date 4/9/19

Part 2 — To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls. If a Directed reinstatement, see instructions.

Date application received 4/10/19

Date warrant annexed 03/31/19

Last day for collection of taxes without interest 01/31/19

Recommendation Approve application√ Deny application □

Signature of official

Date 5/7/19

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

Part 3 — For use by the tax levying body or official designated by resolution.

Application approved (Mark an X in the applicable box):

Clerical error √ Error in essential fact □ Unlawful Entry □ Directed reinstatement □

Amount of taxes paid $1,919.57 Amount of taxes due $1,631.64 Amount of refund or credit $287.93

Application denied (reason):

Signature of chief executive officer or official designated by resolution

Date
April 10, 2019

Re: RP-556 for 37 Buell

Attached are RP-556 forms for property located at 37 Buell Street in the City of Albany. The property has been owned by and the primary residence of Gary Flynn since 2007. Mr. Flynn was granted the Basic STAR exemption as well as the alternative veteran’s exemption in the amount of 15%, first appearing on the 2008 assessment roll.

For no known reason, the exemptions were removed from the City’s RPS file sometime between July 3, 2017 and May 1, 2018.

Sincerely,

Trey Kingston, Assessor
City of Albany
CITY OF ALBANY - 2019 PROPERTY TAXES

MAKE CHECKS PAYABLE TO:
CITY OF ALBANY
City Hall Room 110
24 Eagle Street
Albany, NY 12207
(518) 434-5035

PROPERTY OWNER:
FLYNN GARY P
37 Buell St
Albany, NY 12206

PROPERTY INFORMATION:
ACCOUNT #: 15924
DIMENSION: 52.00 X 100.00
ROLL: 1
LOCATION: 37 Buell St
SCHOOL: 010100
FULL MARKET VALUE: 133,000
UNIFORM % OF VALUE: 100.00
LAND ASSESSMENT: 27,000
TOTAL ASSESSMENT: 133,000

PROPERTY TAX PAYERS BILL OF RIGHT:
If you feel the assessment on your property is too high, you have the right to file a grievance to lower it for future tax bills. For information, please contact your assessor for the booklet "How to File a Complaint on Your Assessment" and to inquire about exemptions. Any reduction in assessment will NOT be reflected on this bill. The filing date for this assessment has passed.

LEVY DESCRIPTION | TOTAL TAX LEVY | % CHANGE FROM PRIOR YEAR LEVY | TAXABLE VALUE OR UNITS | RATE | TAX AMOUNT
--- | --- | --- | --- | --- | ---
**HOMESTEAD PARCEL**
COUNTY TAX | 17,417,764 | -1.6 | 133,000.00 | 3.57475900 | 475.44
CITY TAX | 58,550,000 | 0.0 | 133,000.00 | 10.85810000 | 1,444.13

Exempt: 41120 VetWar CTS $19,950

TOTAL BASE TAXES DUE: $1,919.57

RECEIPT:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tax</td>
<td>1,919.57</td>
</tr>
<tr>
<td>Penalty</td>
<td>0.00</td>
</tr>
<tr>
<td>Individual</td>
<td></td>
</tr>
<tr>
<td>Received: 01/30/2019</td>
<td></td>
</tr>
<tr>
<td>Receipt #: 20439</td>
<td></td>
</tr>
<tr>
<td>via Counter from:</td>
<td></td>
</tr>
<tr>
<td>CORELOGIC - DOVENMUEHLE MORTGAGE, INC.</td>
<td></td>
</tr>
</tbody>
</table>

Full Tax Payment $1,919.57

Total Assessed Value $133,000

Exemption $19,950

Remaining Full Tax Payment Due: 0.00

Total Assessed Value $133,000

Exemption $19,950

Remaining Full Tax Payment Due: 0.00

County Tax $113,050 x 3.57475900 = $404.13

City Tax $113,050 x 10.85810000 = $1,227.51

Refund: $1,631.04

$287.93
**Parcel 53.82-2.13**

**FLYNN, GARY P.**
37. Buell St.

<table>
<thead>
<tr>
<th>Roll Year</th>
<th>2017</th>
<th>Prior Year</th>
<th>1977</th>
</tr>
</thead>
<tbody>
<tr>
<td>Active</td>
<td></td>
<td>1 Family Res</td>
<td>Homestead</td>
</tr>
<tr>
<td>School</td>
<td>Albany</td>
<td></td>
<td>Total AV: 133,000</td>
</tr>
<tr>
<td>Land x Site</td>
<td>52.00 x 100.00</td>
<td></td>
<td>Land AV: 27,000</td>
</tr>
</tbody>
</table>

**Total 2: Exemptions (Right Click to Add)**

<table>
<thead>
<tr>
<th>Exemption Code</th>
<th>Amount</th>
<th>Roll Year</th>
<th>Year</th>
<th>Pot</th>
</tr>
</thead>
<tbody>
<tr>
<td>41854</td>
<td>30,000</td>
<td>2008</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Exemption Amounts**

<table>
<thead>
<tr>
<th>County</th>
<th>Land</th>
<th>School</th>
</tr>
</thead>
<tbody>
<tr>
<td>19,950</td>
<td>19,950</td>
<td>6,000</td>
</tr>
</tbody>
</table>

**Tariff Values**

<table>
<thead>
<tr>
<th>City</th>
<th>113,050</th>
</tr>
</thead>
<tbody>
<tr>
<td>School</td>
<td>127,000</td>
</tr>
<tr>
<td>50% of STAR</td>
<td>97,000</td>
</tr>
<tr>
<td>Year</td>
<td>Land Valuation</td>
</tr>
<tr>
<td>------</td>
<td>---------------</td>
</tr>
<tr>
<td>2016</td>
<td>27,000</td>
</tr>
<tr>
<td>2015</td>
<td>25,100</td>
</tr>
<tr>
<td>2014</td>
<td>25,100</td>
</tr>
<tr>
<td>2013</td>
<td>25,100</td>
</tr>
</tbody>
</table>
May 1, 2019

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

Re: Application for Refund of Real Property Tax
Parcel ID: 64.79-1-42

Dear Chairman Joyce,

Mr. Duncan petitioned the Commissioner of Tax & Finance for the STAR exemption during the interest free period. The Commissioner made the determination to grant the BASIC STAR exemption. On December 11, 2018, I received an application to correct the school tax roll. The City School District of Albany approved the correction; however, due to timing the County had taken over the school collection. The County received full payment, including penalty & interest, on December 19, 2018.

It appears Mr. Duncan warrants a refund for $1,365.04, the value of the STAR exemption plus interest and penalty.

Sincerely,

Maggie A. Alix, Director
Real Property Tax Service Agency

CC: Dennis Feeny, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Authorization for Refund of Real Property Tax

Date: May 1, 2019
Submitted By: Maggie A. Alix
Department: Real Property Tax Service Agency
Title: Director
Phone: 518-487-5291
Attending Rep.: Maggie A. Alix

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) Authorization for Refund of Real Property Tax - 8 Harding Street, Albany, NY

CONCERNING BUDGET AMENDMENTS

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

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☐ No ☒
Justification: (state briefly why legislative action is requested)
The property owner petitioned the Commissioner of Tax & Finance for the STAR exemption during the interest free period (prior to September 30, 2018). The Commissioner made the determination to grant the BASIC STAR exemption. Mr. Duncan misplaced the State's letter; therefore, I did not receive a correction application until December 13, 2018. The City School District of Albany approved the correction; however, due to timing the County had taken over the school collection. The unpaid school tax was levied to the County. The County received full payment, including penalty & interest, on December 19, 2018.

It appears the property owner warrants a refund for $1,365.04, the value of the STAR exemption ($650) plus interest and penalty ($715.04).
# Application for Refund or Credit of Real Property Taxes

## Part 1 – General Information

<table>
<thead>
<tr>
<th>Names of owners</th>
<th>David E. Duncan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing address of owners (number and street or PO box)</td>
<td>8 Harding Street</td>
</tr>
<tr>
<td>Location of property (street address)</td>
<td>8 Harding Street</td>
</tr>
<tr>
<td>City, village, or post office</td>
<td>Albany</td>
</tr>
<tr>
<td>State</td>
<td>NY</td>
</tr>
<tr>
<td>ZIP code</td>
<td>12206</td>
</tr>
<tr>
<td>Daytime contact number</td>
<td>7,150.40</td>
</tr>
<tr>
<td>Evening contact number</td>
<td>Date of payment</td>
</tr>
<tr>
<td>Tax map number of section/block/lot; Property identification (see tax bill or assessment roll)</td>
<td>94.79-1-42</td>
</tr>
<tr>
<td>Account number (as appears on tax bill)</td>
<td>Amount of taxes paid or payable</td>
</tr>
<tr>
<td>Date of payment</td>
<td>12-19-2018</td>
</tr>
</tbody>
</table>

Reasons for requesting a refund or credit:

Per letter from NYS Department of Taxation & Finance, the property owner is

I hereby request a refund or credit of real property taxes levied by City School District of Albany for the year(s) 2018.

<table>
<thead>
<tr>
<th>Signature of applicant</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBK</td>
<td>4/16/19</td>
</tr>
</tbody>
</table>

## Part 2 – To be completed by the County Director or Village Assessor

Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls. If a Directed reinstatement, see instructions.

| Date application received | 04-16-2019 |
| Date warrant annexed | 11-15-2018 |
| Last day for collection of taxes without interest | 10-01-2018 |
| Recommendation | Approve application | Deny application |
| Date | 4/16/19 |

* If this application is approved, and the same error appears on a current assessment roll, send a copy of this form, including all attachments, to the assessor and board of assessment review. They must treat this application as a petition for the correction of that current roll (Form RP-553).

## Part 3 – For use by the tax levying body or official designated by resolution

Application approved (Mark an X in the applicable box):

- [ ] Clerical error
- [X] Error in essential fact
- [ ] Unlawful Entry
- [ ] Directed reinstatement

<table>
<thead>
<tr>
<th>Amount of taxes paid</th>
<th>Amount of taxes due</th>
<th>Amount of refund or credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>7,815.44</td>
<td>6,500.40</td>
<td>1,315.04</td>
</tr>
</tbody>
</table>

Application denied (reason):

<table>
<thead>
<tr>
<th>Signature of chief executive officer or official designated by resolution</th>
<th>Date</th>
</tr>
</thead>
</table>
COUNTY OF ALBANY
TAX BILLING RECEIPT 265585
12/19/18 11:40 2018 REAL ESTATE
CLERK : amrussel
PROPERTY: 06407900010420000000 CUST #: 126468
LOCATION: 8 HARDING ST

<table>
<thead>
<tr>
<th>DUNCAN DAVID E</th>
<th>PRINCIPAL</th>
<th>INTEREST</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALBANY SCH</td>
<td>7150.40</td>
<td>357.52</td>
</tr>
<tr>
<td>5% PERCENT</td>
<td>357.52</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Paid by/Ref: DUNCAN KAY K
# of Checks: 1 Check #: 6975
Check Amount: 7865.44
Cash Amount: 0.00
Total Amount: 7865.44
Change Due: 0.00
New Balance: 0.00

RECEIPT OF TAXES .00

IF ANY PARCEL REMAINS SUBJECT TO ONE OR 12/19/18
PAYMENT YOU HAVE MADE WILL NOT 126468
DUNCAN DAVID E
8 HARDING ST
ALBANY, NY 12208
September 21, 2018

E. David Duncan
Kay Duncan
8 Harding Street
Albany, NY 12208

Dear Mr. and Mrs. Duncan:

Your recent correspondence, addressed to Executive Deputy Commissioner Nonie Manion, has been referred to me for reply. You express concerns that your Basic STAR exemption was removed and you seek to have it reinstated.

Your correspondence indicates that you previously received the Enhanced STAR exemption, but missed the renewal application date for 2018. Subsequently, you realized that your income exceeded the eligibility threshold for Enhanced STAR, but is eligible for Basic STAR. When an Enhanced STAR exemption is not renewed, the exemption should be reduced to the Basic STAR exemption.

The STAR exemption for your property was inadvertently removed, rather than reduced to the Basic exemption. We have contacted the City of Albany Assessor's office and advised them that the Basic exemption should be restored to your property.

If you have further questions regarding the status of your Basic STAR exemption, you should contact the City of Albany Assessor's office.

I hope that you find this information to be of assistance.

Sincerely,

Andrew D. Morris
Part 1 – General information: To be completed in duplicate by the applicant.

<table>
<thead>
<tr>
<th>Names of owners</th>
<th>Location of property (street address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>David E. Duncan</td>
<td>8 Harding Street</td>
</tr>
<tr>
<td></td>
<td>Albany, NY 12208</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Daytime contact number</th>
<th>Evening contact number</th>
<th>Location map number of section/block/lot</th>
<th>Property identification (see tax bill or assessment rol)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>64.79-1-42</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account number (as appears on tax bill)</th>
<th>Amount of taxes currently billed</th>
</tr>
</thead>
<tbody>
<tr>
<td>23817</td>
<td>7,150.40</td>
</tr>
</tbody>
</table>

Reasons for requesting a correction to tax roll:
Per letter from NYS Department of Taxation and Finance, property owner submitted renewal application after taxable status date and subsequently filed with New York State. Tax and Finance notified owner that they failed to meet the income limit for Enhanced STAR but are granted the Basic STAR.

I hereby request a correction of tax levied by City of Albany School District for the year(s) 2018.

Signature of applicant: [Signature] Date: 12/11/18

Part 2 – To be completed by the County Director or Village Assessor. Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls. If a Directed reinstatement, see instructions.

<table>
<thead>
<tr>
<th>Date application received</th>
<th>Period of warrant for collection of taxes</th>
<th>Date of approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>12/11/18</td>
<td>11/15/18</td>
<td>12/12/18</td>
</tr>
</tbody>
</table>

Signature of official: [Signature] Date: 12/12/18

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of Albany who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

Part 3 – For use by the tax levying body or official designated by resolution

Application approved (mark an X in the applicable box):

- [ ] Clerical error
- [ ] Error in essential fact
- [ ] Unlawful Entry
- [x] Directed reinstatement

Amount of taxes currently billed: 7,150.40
Corrected tax: 6,500.40

Data notice of approval mailed to applicant: Date order transmitted to collecting officer:

Application denied (reason):

[Signature] [Date]

Signature of chief executive officer or official designated by resolution: [Signature] Date: 1/1/9
City School District of Albany
518 - 475 - 6035
Notice of 2018 School Tax
SBL: 64.79-1-42
ADDR: 8 HARDING ST
SWIS: 010100 Albany
Bill #: 2018-011180

MAIL PAYMENT WITH REMITTANCE STUB TO:
City School District of Albany
PO Box 15133
Albany, NY 12212 - 5133

Exemption 41120 VET - WAR TIME/ NONCOMBAT

Assessment Information
Full Market Value as of July 01, 2018 $309,000.00
Total Assessed Value as of July 01, 2018 $309,000.00
Uniform Percentage of Value 100.00

PROPERTY TAXES
Taxable Assessed
Before STAR Rate per $1000 Rate per $1000 Taxes Due
Sch $303,000.00 21.929735 26.13246 $6,644.71
Lib: $303,000.00 1.668952 1.988798 $505.69

STAR SAVINGS
Total Tax Due: $7,150.40

Send Stub with Payment 2018 - 2019 School Tax Installment #1 64.79-1-42
Due Without Penalty by Oct 01, 2018

If Paid Between Penalty Amt Total Due
Sep 01 - Oct 01 $0.00 $7,150.40
Oct 02 - Oct 31 $214.51 $7,364.91
Nov 01 - Nov 15 $286.02 $7,436.42

http://tax.neric.org/Print1.aspx?owner=DUNCAN%20DAVID%20E&taxmap=64.79-1-4... 12/11/2018