

COUNTY OF ALBANY OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030, ALBANY, NEW YORK 12207-2021
(518) 447-7130 | susan.rizzo@albanycountyny.gov

SUSAN A. RIZZO
COUNTY COMPTROLLER

October 5, 2020

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

RE: RLA – Auditing Services – RFP #2020-106

Dear Hon. Andrew Joyce,

The Department of Audit and Control is requesting approval to execute a professional services contract with BST & Co. CPAs, LLP. This agreement provides auditing services for Albany County's financial statements. The RLA, RFP #2020-106, RFP response, RFP proposal ratings worksheets, Purchasing Department Approval Letter and Resolution 2015-507 are included for your review.

Should you have any questions, please contact me at (518) 447-7130.

Sincerely,

Susan A. Rizzo
County Comptroller

cc: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Contract Authorization for Auditing Services:

Date: 10/05/2020
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: County Comptroller
Phone: (518) 447-7130
Department Rep.:
Attending Meeting: Susan A. Rizzo

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
- ☐ Revenue

Increase Account/Line No.:

Source of Funds:

Title Change: _____

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline

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

Contract Terms/Conditions:

Party (Name/address):

BST & Co. CPAs, LLP
26 Computer Drive West
Albany, NY 12205

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee: \$139,000
Scope of Services: Auditing Services

Bond Res. No.:
Date of Adoption:

CONCERNING ALL REQUESTS

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

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

County Budget Accounts:

Revenue Account and Line:
Revenue Amount:

Appropriation Account and Line:

Appropriation Amount:

Source of Funding – (Percentages)

Federal:

State:

County:

100%

Local:

Term

Term: (Start and end date)

01/01/2021 – 12/31/2023

Length of Contract:

3 years with two optional 1 year extensions

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Res. 2015-507

Date of Adoption:

12/07/2015

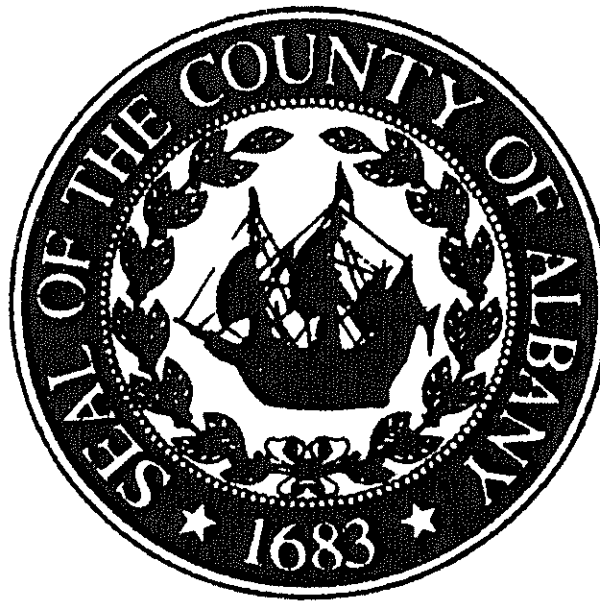
Justification: (state briefly why legislative action is requested)

Albany County requires an outside auditor to audit its annual financial statements. The most recent contract for auditing services expires December 31, 2020.

COUNTY OF ALBANY

REQUEST FOR PROPOSALS

ALBANY COUNTY COMPTROLLER



RFP # 2020-106

**Technical and Professional Services to provide Auditing Services for
Albany County's Financial Statements for the Fiscal Years 2020, 2021
and 2022**

**ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207**

**COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588**

TITLE: Technical and Professional Services to provide Auditing Services for Albany County's Financial Statements, for the Fiscal Years 2020, 2021 and 2022

RFP NUMBER: 2020-106

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

**IF YOU PLAN TO SUBMIT A PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.**

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☐ Yes / ☐ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-PROPOSER RESPONSE

RFP #2020-106

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders/proposers fail to submit bids/proposals. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal.
- ☐ Other reasons; please state and define: _____

Vendor Name: _____
Contact Person: _____
Vendor Address: _____
Vendor Telephone: _____

NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2020-106

Sealed Proposals for Technical and Professional Services to provide Auditing Services for Albany County's Financial Statements, for the Fiscal Years 2020, 2021 and 2022 as requested by the Albany County Comptroller will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, Friday, September 25, 2020.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP documents may be available for download from the Empire State Bid System website at <http://www.empirestatebidsystem.com>, **starting** by close of business (4:30 p.m.) on Thursday, September 10, 2020.

Karen A. Storm
Purchasing Agent

Dated: August 31, 2020
Albany, New York

PUBLISH ONE DAY – Thursday, September 10, 2020 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, September 10, 2020 -- THE TIMES UNION

COUNTY OF ALBANY
REQUEST FOR PROPOSALS
TECHNICAL AND PROFESSIONAL SERVICES TO PROVIDE AUDITING SERVICES
FOR ALBANY COUNTY'S FINANCIAL STATEMENTS, FOR THE FISCAL YEARS
2020, 2021 AND 2022
ALBANY COUNTY COMPTROLLER
RFP #2020-106

RFP DISTRIBUTION- *IMPORTANT NOTICE*

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

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

SECTION 1: PURPOSE

- 1.1 The County of Albany is seeking proposals for Technical and Professional Services to provide Auditing Services for Albany County's Financial Statements, for the Fiscal Years 2020, 2021 and 2022 from qualified firms of certified public accountants to audit financial statements for all funds and account groups and a separate audit for the Albany County Health Department, Albany County Mental Health Department, Times Union Arena, and Albany County Nursing Home, for the fiscal years ending December 31, 2020, December 31, 2021 and December 31, 2022 as requested by the Albany County Comptroller
- 1.2 Minority Business Enterprises and Women's Business Enterprises are encouraged to apply.
- 1.3 In addition to the above audit services, management consulting services may be required on an as needed basis. Such Services may include, but will not be limited to, consultations regarding accounting principles and method of application and suggestions for improving internal control.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than **4:30 P.M. on Friday, September 25, 2020**, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, New York 12207

- 2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
- 2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.
- 2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
- 2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
- 2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.
- 2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.
- 2.8 Proposals will be examined and evaluated by the **Albany County Comptroller**.
- 2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

- 3.1 The County may make such investigations, as it deems necessary to determine the ability of the Proposer to perform the work. The Proposer shall furnish to the County within five (5) days of request, all such information and data for this purpose as may be requested. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.
- 3.2 Organizational chart and staff experience.
- 3.3 References of clients attesting to the expertise of the firm and satisfaction of the client.
- 3.4 Resumes covering the qualifications of proposed staff, including Partners, Managers/ Supervisors and Senior Accountants who are anticipated to be assigned to this engagement, whether they are full-time or per-diem employees, education accomplishments and years and types of experience. The resumes must also show date, state of issuance and certificate number if all certified public accountants (Resumes of Staff Accountants are not required). Experience in resumes should be limited to the audit of the same type of organizations, but may include other government experience (Federal, State and Local), non-profit organizations and commercial entities. It is important that the experience be identified within some time period. This can be accomplished by stating the date of the audit, or by giving a period of time ("Since joining our firm..." "In the past five years...").
- 3.5 A signed cover letter from a person within the firm who is authorized to make representations and bind the firms.
- 3.6 A statement of your understanding of the work, description of the audit approach and procedures to be employed.
- 3.7 The approximate date the audit will begin and end, as well as the approximate date for the delivery of the Financial Statements (Albany County submits NYSOSC Annual Financial Report on May 1st).
- 3.8 The location of the office from which persons assigned to this engagement will be deployed.
- 3.9 Familiarity with County Government and range of experience of the firm in performance of similar projects. Name, Title, Address and Telephone Number of persons who may be contacted for references. Particularly important are any governmental references, specifically counties in New York.

SECTION 4: SCOPE OF SERVICES

- 4.1 The audit shall include an examination of the County's general purpose financial statements for all funds and account groups.
- 4.2 A separate audit of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office for People with Developmental Disabilities, NYS Office of Mental Health, and NYS Office of Alcoholism and Substance Abuse.
- 4.3 A separate audit of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office of Mental Health.
- 4.4 An audit of the Times Union Center managed by SMG, a Pennsylvania General Partnership. The financial statements are prepared for the purpose of complying with the terms of the Development and Operations Agreement with the NYS Urban Development Corporation. An audit of the records of Aramark, Inc. An audit of "Albany Project Income" and "other site Development Income" as defined in the repayment agreement with the Director of the Budget of the State of New York. Management advisory services including but not limited to, consultations regarding accounting principles and method of application and suggestions for improving internal control.
- 4.5 An audit of the Albany County Nursing Home (Shaker Place), a 250 bed nursing facility, a separate enterprise fund. An audit of the facility's financial statements and Medicaid report for the purpose of expressing an opinion thereon. Observations and recommendations on internal control at the facility. Field work should begin April 15th with draft financial statements no later than May 5th. Review of the Medicaid Cost Report by May 15th. The final financial statements should be completed by May 20th.
- 4.6 These audits are to be performed in accordance with Generally Accepted Auditing Standards, the standards set forth for financial audits in the General Accounting Office's Government Auditing Standards (1988) the provisions of the Federal Single Audit Act of 1984, U.S. Office of Management and Budget (OMB) Circular A 133 Audits of State and Local Government, the NYS Dept. of Transportation Single Audit report whose standards are based on Government Auditing Standards issued by the Comptroller General of the United States; and Draft Part 43 of NYCRR, the NYS Uniform System of Accounts for Counties, Governmental Accounting, Auditing and Financial Reporting (GAAFR) standards issued by the Government Finance Officers Association, and Statements on Auditing Standards (SAS) issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA).
- 4.7 Work papers developed in conjunction with these audits must be retained by the firm for a period of no less than six years and be available upon request for examination by County, State and Federal Agencies.
- 4.8 Copies of previous years' financial statements and reports are available on request for reference and information.

SECTION 5: TERM OF CONTRACT:

- 5.1 The contract period shall be Three Years. When presenting costs for your services, please itemize separate costs for the audits of Fiscal years, 2020, 2021, 2022, as well as two additional one year options.
- 5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
- 5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

- 6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services.
- 6.2 The total not to exceed fee for performing the engagement, including out of pocket expenses. This fee should be itemized with annual amounts for three years, plus the two additional one year options, in the manner described in the "Contract Period" section of the request for proposals. A guarantee must be provided that no additional fees will be levied upon the County without the prior express written consent of the County.
- 6.3 It should be noted that due to the uncertain scope of services related to Section 1.3, costs for this section should be quoted as an hourly rate. The proposed rate should be itemized as to the level of professionalism (i.e., Partner, Manager, Senior, Staff, etc.) within the firm.
- 6.4 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

- 7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:

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

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

SECTION II:

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

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

SECTION III:

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

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Comptroller. Proposals shall be evaluated based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Proposer's comprehension of the required (work) Scope of Services	15%
Prior experience in similar projects	15%
Familiarity to Albany County's accounting processes and procedures	15%
Proposer's demonstrated capabilities (equipment, financial solvency, location)	15%
Total proposed price	15%

Professional Qualifications	10%
Client References	5%
Completeness of proposal	5%
Staffing- (Evaluation of Employees' Resumes)	5%

8.3 Proposals will be examined and evaluated by the Albany County Comptroller with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: Not needed

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

11.1 The successful Proposer shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including without limitations, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful Proposer, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, **Room 1000**
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountynv.gov

12.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

13.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

- (a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.
- (b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than \$500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of

property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

- (c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	\$1,000,000
Bodily Injury	\$1,000,000
Personal Injury	\$1,000,000

- (d) **Professional Liability Insurance:** A policy or policies with limits not less than \$1,000,000.

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

- (a) Albany County shall be named as an additional insured on all liability policies.
Proposal number must appear on insurance certificate.
- (b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

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

SECTION 16: REMEDY FOR BREACH

16.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 17: CASH DISCOUNT

- 17.1 Cash discounts may be offered by a Proposer for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low Proposer.
- 17.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 18: FREEDOM OF INFORMATION LAW

- 18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

- 19.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
- 19.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

19.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

19.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 20: Not needed

SECTION 21: AFFIRMATIVE ACTION REQUIREMENTS

21.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors/proposers and subcontractors utilize minority and women labor to the greatest extent feasible.

21.2 In proposing on this contract, the Proposer acknowledges an understanding of this policy. The contractor/proposer shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

21.3 In an effort to assist Proposers with compliance attached you will find the following:
Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.

22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such

officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.

22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.

22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful Proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

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

SECTION 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer 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.

25.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

25.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- (a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

25.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- (2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 26: Not needed

SECTION 27: Not needed

SECTION 28: Not needed

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Technical and Professional Services to provide Auditing Services for Albany County's Financial Statements, for the Fiscal Years 2020, 2021, and 2022

RFP Number: 2020-106

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

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

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

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

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

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")
7. Communication concerning this Proposal shall be addressed to:

Phone: _____
8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Technical and Professional Services to provide Auditing Services for Albany County's
Financial Statements, for the Fiscal Years 2020, 2021, and 2022
RFP Number: 2020-106

COMPANY:

ADDRESS:

CITY, STATE, ZIP:

TEL. NO.:

FAX NO.:

FEDERAL TAX ID NO.:

REPRESENTATIVE:

E-MAIL:

SIGNATURE AND TITLE

DATE

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

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

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

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

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

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

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

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

Signature

Title

Date

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME		3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE		7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☐ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☐ No			

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? ☐ Yes ☐ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax ☐ Yes ☐ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☐ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:	☐ Yes	☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;		
Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.			

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

**ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE**

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business

Signature of Owner _____

Address

Printed Name of Signatory _____

City, State, Zip

Title

Sworn before me this ____ day of _____, 20__;

Notary Public

Printed Name

Signature

Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of \$100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

• CONTRACTOR'S RESPONSIBILITIES

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must**:

- 1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
- 2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
- 3) Submit monthly utilization reports to the Division of Affirmative Action for review.
- 4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
- 5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
- 6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
- 7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
- 8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
- 9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

• DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

• COMPLIANCE

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the

entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

- A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
- B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
- D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority.

For assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?
2. Were advertisements placed in appropriate trade, general circulation and minority and women-oriented publications in a timely fashion?
3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?
4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?
5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?
6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?
7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?
8. What actions were taken to contact and assess the financial ability of certified minority and women-owned businesses enterprises to participation on the contract, and which enterprises are located outside of the region in which the contract scope of work was or will be performed?
9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?
10. What subcontract terms and conditions were offered to certified minority and women-owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?
11. Has the contractor made payments for work performed by certified minority and women-owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?
12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

County of Albany
Department of Affirmative Action
Compliance Forms

**COUNTY OF ALBANY
SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The information requested below must be completed by the General Contractor and submitted within fifteen days of receipt of Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce. Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at 518-447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Contract Description: _____

Bidder is an approved ☐ MBE ☐ WBE If yes, specify agency: _____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies.

Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

☐ No MBE/WBE joint ventures with Bidder on this Contract. ☐ Bidder is joint venturing with the following firm(s)
(attach a copy of joint venture agreements to this form)

Name: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Federal ID No: _____

MBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

WBE Share of Joint Venture: _____ % x Total Bid Amount = \$ _____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = \$ _____

WBE Goal: 5% x Total Bid Amount = \$ _____

Please provide the information requested for all subcontractors participating on this project (include MBE/WBE/DBE firms).

Sub-contractor Name, Address, Phone	Amount of Sub-contract & Award Date	Description of Work (Trade)	Start Date _____ Completion Date	Contracted Payment Schedule
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				
☐ MBE ☐ WBE				

I, _____, representative of _____ declare that the
(print) (firm)
information provided is true and represents accurately my firms efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that M/W/DBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

Signature: _____ Date: _____

SUBMIT MONTHLY

FORM C

**County of Albany
Monthly Utilization Report**

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 670, Albany, NY 12207. Fax (518) 447-5586. For assistance call (518) 447-7010.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Project Name: _____ Project Cost: _____ Completion Date: _____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
Total(s)				

Information provided by (please print): _____ Date: _____
(See over for instructions)

M/W/DBE Payments

M/W/DBE Firm (s) Participating On The Project	Payments Made This Month	Payments Made To Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the 10th of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources
Division of Affirmative Action
112 State Street, Room 670, Albany, NY 12207
Phone: (518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

Waiver Request for Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Notice of Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that submission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary.

Contractor: _____ Address: _____ City/State/Zip: _____

Telephone: _____ Fax Number: _____ Federal ID No.: _____

Contract Type/Number: _____ Project Cost: _____

☐ Request Waiver of Minority/Woman Labor Participation Goal. Please explain:

Actions taken to include minority/women labor _____

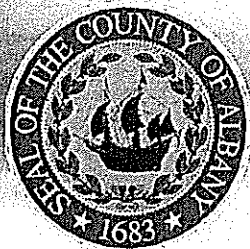
☐ Request Waiver of Minority Subcontractor Participation Goal. Please explain:

Actions taken to include MBE and/or WBE Subcontractor(s) _____

Name (please print)

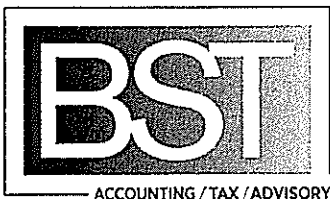
Signature

Title



**Technical & Professional Proposal for
Auditing Services:
County of Albany, New York
RFP # 2020-106**

September 25, 2020



Paul L. Goetz, Partner
BST & Co. CPAs, LLP
26 Computer Drive West
Albany, New York 12205
(518) 459-6700
pgoetz@bstco.com

ACTIVELY WORKING TOGETHER SO INFORMED, CONFIDENT DECISIONS ARE MADE



Transmittal Letter

September 25, 2020

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

Dear Ms. Storm:

BST & Co. CPAs, LLP (BST) is pleased to submit this proposal to provide professional auditing services for the County of Albany, New York (the County) for the fiscal years ending December 31, 2020, 2021 and 2022.

Based in Albany County, BST is a locally owned and operated professional services firm that has a proud history serving governmental organizations throughout New York State. Our prior experience with the County and governmental entities similar to the County, coupled with the qualifications and experience of our professionals, makes BST highly qualified to provide the auditing and financial compliance services required. We have the experience and have proven our ability to deliver high quality, value-added services to the County beyond the required audit and financial services.

We believe that BST brings the following unique advantages the County:

- Locally based firm leadership and office of 100+ personnel;
- Responsive year-round professional service;
- Unmatched technical resources, including on-staff retired State Comptroller and Local Government Finance personnel;
- Deep understanding of your needs through professional affiliations including the New York Conference of Mayors (NYCOM) and Government Finance Officers Association (GFOA);
- Familiarity with County operations and personnel.

As a partner in the Firm, I am authorized to make representations and bind the Firm to statements made within this proposal. Please contact me by phone 518-459-6700 or email at pgoetz@bstco.com with any questions about our firm, our proposal, or to schedule an oral presentation.

We are excited for the opportunity to continue to serve the County of Albany, New York. Our attached proposal describes our extensive experience with government and municipal organizations, our practice, our people, our reputation for quality services, and how we will provide such to the County.

Very truly yours,

BST & Co. CPAs, LLP

Paul L. Goetz, Partner



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Executive Summary

As big believers in transparency, we decided to put the things you really want to know up front.

BST & Co. CPAs, LLP's (BST) governmental clients represent a significant portion of our practice. Our public-sector experience includes an extensive array of New York State counties, cities, towns, villages, authorities, and other local governments. Our firm is a recognized leader in providing services to the public sector in the Capital District and throughout New York State. The County of Albany, New York (the County) is a valued member to our current governmental client base. We look forward to the opportunity to continuing to serve as the County's independent auditors.

What You Need

We understand that the services the County needs are:

1. Annual audit of the County's general purpose financial statements for all funds and account groups for the fiscal years ending December 2020, 2021 and 2022;
2. Federal Single Audit of the County's federal programs;
3. New York State Department of Transportation Single Audit for the County's New York State funded transportation assistance programs;
4. Annual Audit of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office for People with Developmental Disabilities, NYS Office of Mental Health, and NYS Office of Alcoholism and Substance Abuse;
5. Annual audit of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office of Mental Health;
6. Annual audit of the Times Union Center; and
7. Annual audit of the Albany County Nursing Home (Shaker Place).

What We Will Deliver

Our goals are met only if yours are exceeded.

We are excited about this opportunity and are highly qualified to meet and surpass your outlined requirements. We will deliver your audit by providing:

- Professionals who are highly skilled in working with governmental entities, so you never have to worry if they understand what you do or need;
- Consistent communications with your management team throughout the year so you are never left wondering whether your work is getting done;
- Experts who bring forward-looking methods of planning and savings, so you know we are thinking about the future as well as the past;
- Prompt and responsive service so you know that your needs will be met with a sense of urgency and attention that you desire and deserve.



Executive Summary

Why BST?

Our commitment, service, and unmatched expertise is just part of what sets us apart.

- With decades of experience, our Government Service Group is one of the best in New York State, taking pride in going above and beyond to understand your ever-changing needs and requirements.
- Innately curious, we ask lots of questions and look past the initial numbers to understand the "why" and the "how" behind them.
- Every person at BST is fully committed to providing the highest level of service possible, and in turn, we are committed to giving them the support and skills they need to do an outstanding job.
- We believe transparency and consistent and clear communication are at the core of what we do. We always commit to keep you informed, do the best job possible and deliver your work on time.



Qualifications/Experience

Services Customized to Suit Your Needs

Anyone in the government arena can tell you that dramatic changes are afoot in the industry. Increased demand for services, reduced federal and state funding, declining interest rates, and reliance on technology. On top of that, governments also face ever changing federal and state regulations, increased threats of litigation, and added reporting requirements.

While there are certainly generalities that apply to governments – like all other industries – each one has its own unique

challenges and needs. And that is where we bring the most value to the table – in identifying ways to meet those needs and capitalize on opportunities to save money, increase capacity and serve greater numbers of those in need of the services you provide.

We are grateful for this opportunity to throw our hat in the ring to be your partner and deliver this important work. We have detailed below the services we provide that can help you achieve these objectives. Below we outline BST's commitment to your industry.

COMMITMENT TO GOVERNMENTAL AND MUNICIPAL ACCOUNTING



Our *Governmental and Municipal Services Group* is comprised of over 25 staff, all of whom have strong relevant experience and are specially trained to offer a wide range of services from traditional auditing, accounting, and financial consulting to highly diverse and specialized services that meet the needs of our governmental and municipal clients. As opposed to many CPA firms, our proposed service team is not involved with income tax services. Accordingly, the team is available year-round to service the needs of our governmental clients. This service team, as further detailed in this proposal, is comprised of experts and financial specialists in governmental auditing and accounting.

Our Firm offers in-depth experience and serves a variety of governmental clients, including counties, cities, towns, villages, federal departments and agencies, New York State departments, government funds and programs, fire districts, and authorities (industrial development, water, electric, solid waste, and local development and special purpose corporations). Our services include:

- Financial statement audits
- Program Audits and Single Audits in accordance with Single Audit Act/Uniform Guidance
- Assistance with GASB accounting standard implementations



Qualifications/Experience

COMMITMENT TO GOVERNMENTAL AND MUNICIPAL ACCOUNTING – Continued

- Assistance with Certificate of Achievement for Excellence in Financial Reporting Program (CAFR)
- Bookkeeping and accounting assistance
- Assistance with ABO filings
- Assistance with preparation of New York State Annual Financial Report Update Documents
- Risk assessments and analysis
- Internal audit plan development and implementation
- Laws and regulations implementation assistance and compliance testing
- System and internal control reviews
- Utility rate revision studies
- Records reconstruction
- Computer needs assessments, conversion plans and implementation
- Fraud, defalcation, and malfeasance research and documentation
- Assessment of employee benefits alternatives
- Acquisition or valuation studies
- Expert witness and valuation services for eminent domain condemnation proceedings

AICPA Governmental Audit Quality Center



The Firm is a founding member of the *AICPA Governmental Audit Quality Center* (GAQC). Membership in the GAQC demonstrates our Firm's commitment to audit quality in the critical areas of governmental accounting. The GAQC serves as a comprehensive resource provider for member firms in the performance of governmental audits and provides the opportunity to network and exchange information with others within the community of member firms.



Qualifications/Experience

Government Finance Officers Association



The Firm is also a member of the *Government Finance Officers Association (GFOA)*. Membership in the Association demonstrates our Firm's commitment to quality in governmental financial reporting. Paul Goetz and Brendan Kennedy serve as financial statement reviewers for the GFOA National's *Certificate of Excellence in Financial Reporting* program. In addition, BST professionals are frequent instructors at NYS GFOA events, including the Annual Meeting, and GFOA Finance/Accounting School.

New York Conference of Mayors and Municipal Finance Officers



The Firm is a member of the *New York Conference of Mayors and Municipal Finance Officers (NYCOM)*. NYCOM's mission is to serve as:

- 1) A powerful advocate for Village and City governments and their taxpayers before the state's Legislative, Executive and Judicial branches of government;
- 2) A readily accessible source of practical information touching upon every area of municipal activity; and
- 3) The preeminent provider of training for local government officials.

BST is represented at both NYCOM's annual meeting in the spring and fall training school. In addition, BST is periodically asked to present at NYCOM events.

New York State Association of Counties



NYSAC
NEW YORK STATE
ASSOCIATION OF COUNTIES

In addition to being its independent auditor, the Firm is an Associate Partner in the *New York State Association of Counties*. Our relationship with NYSAC provides us insight to the challenges and needs of County government officials throughout the State.



Qualifications/Experience

A History of Service-Focused Work



We currently provide auditing and related financial consulting services to approximately 100 New York State counties, cities, towns, villages, and other governmental agencies. The following is a sample of our current or recent governmental engagements.

Counties

Albany County
Fulton County

Montgomery County
Saratoga County

Cities

City of Rensselaer
City of Oneonta
City of Poughkeepsie

City of Rye
City of Saratoga Springs

Towns

Town of Ballston
Town of Bethlehem
Town of Colonie
Town of Duanesburg
Town of Halfmoon

Town of Massena
Town of Ramapo
Town of Saratoga
Town of Lake Pleasant
Town of Queensbury

Villages

Village of Akron
Village of Arcade
Village of Bath
Village of Bergen
Village of Churchville
Village of Dobbs Ferry

Village of Old Westbury
Village of Philadelphia
Village of Penn Yan
Village of Ossining
Village of Ravena
Village of Rouses Point



Qualifications/Experience

Villages – Continued

Village of Fairport	Village of Sherburne
Village of Frankfort	Village of Silver Springs
Village of Green Island	Village of Smyrna
Village of Greenport	Village of Solvay
Village of Hamilton	Village of Spencerport
Village of Holley	Village of Stewart Manor
Village of Ilion	Village of Theresa
Village of Kinderhook	Village of Tupper Lake
Village of Lake Placid	Village of Voorheesville
Village of Lynbrook	Village of Watkins Glen
Village of Marathon	Village of Wellsville
Village of Mayville	Village of Westfield
Village of Mohawk	Village of Stillwater

State Level Authorities

- Materials Innovation and Recycling (formerly Connecticut Resource Recovery Authority)
- New York Local Government Assistance Corporation
- New York State Higher Education Services Corporation
- New York State Housing Trust Fund Corporation / Governor's Office of Storm Recovery
- New York State Thruway Authority
- State University Construction Fund
- Vermont Energy Efficiency Utility Fund

County Level Authorities

- Franklin County Solid Waste Management Authority
- Greene County Industrial Development Authority
- Hamilton County Industrial Development Agency
- Mohawk Valley Water Authority
- Rockland County Solid Waste Management Authority
- Saratoga County Water Authority
- Schenectady Metroplex Development Authority



Qualifications/Experience

City Level Authorities

- Albany Parking Authority
- City of Albany - Municipal Water Finance Authority
- Cities of Gloversville-Johnstown Joint Wastewater Treatment Facility
- City of New York - Fiscal Year 2005 Securitization Corporation
- City of Troy - Municipal Assistance Corporation
- City of Troy Capital Resource Corporation
- City of Troy Industrial Development Agency
- City of Troy Local Development Corporation
- City of Newburgh, Industrial Development Authority

Town Level Authorities

- Town of Colonie Industrial Development Agency
- Town of Colonie Local Development Corporation
- Town of Islip Community Development Agency
- Town of Islip Foreign Trade Zone Authority
- Town of Islip Housing Development Fund
- Town of Islip Resource Recovery Agency
- Town of North Hempstead - Community Development Agency

Village Level Authorities

- Green Island Power Authority
- Village of Dobbs Ferry Local Development Corporation
- Village of Green Island Industrial Development Agency
- Village of Greenport Housing Authority
- Village of Sherburne Local Development Corporation



Qualifications/Experience

Your Engagement Team

A Meeting of Magnificent Minds

The BST team is comprised of some of the best minds in the profession. We actively seek those who not only possess the academic knowledge needed to perform their roles, but also the curiosity to look past the obvious, the tenacity to work hard, and the passion to serve clients. It is important that anyone who serves under the BST mantle puts your needs first and possesses our core values of integrity, excellence, commitment, and respect.

We pride ourselves on attracting, developing, and retaining quality professional staff and fully understand this is a two-way street. We expect every person at our firm to be fully committed to providing the highest level of service possible, and in turn, we are committed to giving them the support and skills they need to do an outstanding job. It is well documented that happy employees who enjoy what they do provide a higher level of service and go above and beyond for clients. We work hard every day to create a culture where people want to work and support our team members in a variety of ways, including with continuing education and myriad opportunities for personal and professional growth and development.

Committed to Consistent Service

We understand the importance and value of having a team on which you can depend. To ensure this stability, we always aim to keep the same team members (detailed below) on your engagements from start to finish. Should there be an unexpected need to make adjustments, we will discuss any necessary changes with you in advance.

We can ensure this consistency due to our low employee turnover rate. We are very proud of the fact that our team members choose to stay and grow with us throughout the years. Because of this, we can keep jobs staffed with the same people year in and year out, minimizing the need to train new staff and allowing us to better serve your needs.

We actively seek those who not only possess the academic knowledge needed to perform their roles, but also the curiosity to look past the obvious, the tenacity to work hard, and the passion to serve clients.



Qualifications/Experience

Your Engagement Team

A Team Handpicked to Exceed Your Needs

The following BST government team members are carefully chosen for your engagement due to their knowledge and skills. We encourage you to reach out to them with any questions you may have and get to know each of them as they are ready and happy to serve your needs. In addition to the key personnel below, we will assign one of BST's specialized governmental Senior Associates. Resumes of potential Senior Associates to be assigned to the County are included in the *Biographies* section of this proposal.

The proposed team is experienced with County operations. Each member of the proposed engagement team has served in a similar capacity on either the County or Shaker Place audit for a minimum of 5 years. Our team has a deep understanding of County operations and financial reporting processes.

Complete resumes of the proposed engagement team can be found in the Appendices of the Proposal.



Paul Goetz, CPA
County Engagement & Technical Partner

Paul will be responsible for all engagement partner and technical services partner matters. Paul has over 30 years of government accounting and auditing experience.

Key Clients: County of Albany, County of Fulton, New York State Thruway Authority, Mohawk Valley Water Authority, Rockland County Solid Waste Management Authority, Town of Milton, City of Oneonta, Town of Saratoga, Town of Queensbury, New York State Association of Counties



Brendan Kennedy, CPA
Shaker Place Technical Partner

Brendan will be responsible for all matters concerning accounting policy and practice, participate in the planning phases of our engagement, review working papers and reports prepared by the engagement team, and attend meetings with management or designated personnel. In addition, Brendan will oversee all the technical services provided, and ensure that they are delivered in a timely and efficient manner. Brendan has over 18 years of government accounting and auditing experience.

Key Clients: County of Albany (Shaker Place), City of Rensselaer, City of Saratoga Springs, City of Rye, Town of Colonie, Town of Bethlehem, Town of Duanesburg, Town of Ballston, Town of Halfmoon.



Qualifications/Experience

Your Engagement Team



Jon Gibbs, CPA
County Engagement Senior Manager

Jon will supervise the County engagement team, participate in the planning and fieldwork phases of the engagement, including the reports and be on site to solve problems and answer questions from management and the engagement team. Jon has over 10 years of government accounting and auditing experience.

Key Clients: County of Albany, County of Fulton, City of Oneonta, City of Rye, City of Saratoga Springs, City of Poughkeepsie, New York State Thruway Authority, Town of Milton, Town of Ramapo.



Ann DeLucco, CPA
County Engagement Senior Manager

Ann will supervise the Shaker Place engagement team, participate in the planning and fieldwork phases of the engagement, including the reports and be on site to solve problems and answer questions from management and the engagement team. Ann has over 10 years of government accounting and auditing experience.

Key Clients: County of Albany (Shaker Place) and Town of Colonie.

You can always rest assured that all work will be performed by qualified professionals in our government services group and reviewed by partners and managers listed above.



References

We are proud of the fact that we have developed longstanding relationships with hundreds of government organizations. We encourage you to reach out to any of the references below, and should you need more, just ask.

County of Fulton

223 West Main Street
Johnstown, NY 12095
E. Terry Blodgett, County Treasurer
Phone: (518) 736-5580
ebloodgett@fultoncountynv.gov

New York State Association of Counties

540 Broadway, 5th Floor
Albany, New York 12207
Stephen J. Acquario, President
Phone: (518) 465-1473
sacquario@nysac.org

Town of Colonie

534 New Loudon Road
Latham, New York
P. Christopher Kelsey, Acting Comptroller
Phone: (518) 783-2708
kelseyc@colonie.org



Plan Implementation

Scope of Work

1. Annual audit of the County's general purpose financial statements for all funds and account groups for the fiscal years ending December 2020, 2021 and 2022;
2. Federal Single Audit of the County's federal programs;
3. New York State Department of Transportation Single Audit for the County's New York State funded transportation assistance programs;
4. Annual Audit of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office for People with Developmental Disabilities, NYS Office of Mental Health, and NYS Office of Alcoholism and Substance Abuse;
5. Annual audit of the Consolidated Fiscal Report in conformance with the guidelines provided by the NYS Office of Mental Health;
6. Annual audit of the Times Union Center; and
7. Annual audit of the Albany County Nursing Home (Shaker Place).

Timeline

Upon our initial meetings with the County personnel, we will develop an audit timeline. Preliminarily, we believe this schedule will be comprised of the following delivery dates, however this can be modified to conform to your schedule as needed:

- March 2021: Meeting with Comptroller's management team to discuss scope and planning of the audits and establish reporting timeframes (both County and Shaker Place);
- March 2021: Planning Phase (Shaker Place) - perform risk assessment and document and understand internal controls;
- April 2021: Financial statement audit fieldwork (Shaker Place) - Drafts can be expected two weeks after the completion of fieldwork (but no later than May 5th);
- May 2021: Exit conference with Shaker Place management team to review conduct of the audit and required communications. Issuance of final financial statements.
- May 2021: Receipt of County Annual Update Document. Planning Phase (County Audit) - perform risk assessment and document and understand internal controls;
- June and July 2021: Financial statement audit fieldwork (County financial statements, Federal single audit, NYS single audit, TU Center and CFR). Risk assessments, internal control understandings, documentation request, single audit documentation, sample selections and testing, performance of substantive procedures, assistance with report drafting.
- August 2021: Issuance of draft auditor reports; Exit conference with Comptroller management team, review of required corrective actions (if necessary), resolution of open items, issuance of all required reports, certification of Federal Single audit.



Plan Implementation

Planning

Before we jump into your audit, we always do pre-planning work to make the process as smooth as we can. We will meet with your management team to establish the appropriate lines of communication, perform a risk analysis, and discuss any concerns or issues you may have and set expectations. The engagement team will create a preliminary timetable for each aspect of the engagement, so that the County knows what to expect and to ensure that the audit can be conducted in a timely and efficient manner.

After the preplanning is complete, we will develop the audit plan. This includes tailoring all audit programs and procedures specifically for the County, providing you with a list of schedules we will need, scheduling preliminary, interim and final fieldwork, and performing certain analytical procedures prior to the audit start date. This step ensures that risks are identified and addressed and that we can complete our work within the required timeframe.

Technology

To make this process easy and efficient for you, we use an electronic audit system equipped with a dashboard that allows us transfer documents and information. The dashboard serves as a tracking tool to monitor the status of the audit and allows BST and the County to monitor the progress of the audit in real time as documents are exchanged. Available 24 hours a day, seven days a week, the dashboard is completely secure and accessible from anywhere with the use of your own password.

Systems Review and Testing

We conduct a series of procedure inquiries and walk-throughs, so we clearly understand the information and technology controls you have in place. During this phase, we often identify areas where you can make improvements, which we will explain to you. We are experienced with third-party processors and will request a SOC report from your third-party service providers, if applicable.

Risk Analysis

One of the most important aspects of the audit process is the proper analysis and review of your risk environment. Our risk assessment process includes:

- Assessing inherent risks in the County's financial statements and account balances
- Evaluating and assessing the County's internal control structure and risks
- Assessing the effectiveness of analytical procedures for controlling and detecting risk
- Analyzing County business risks
- Reviewing information technology controls
- Communicating our assessment and audit plans to the County Comptroller



Plan Implementation

Understanding Internal Controls

A solid understanding of the County's internal control systems, along with testing the significant control areas, allows us to reduce substantive testing procedures focus on risk areas, and gain efficiencies as we audit. We also use this knowledge to share opportunities where you can strengthen controls and streamline processes in our management letter. Our assessment will be concentrated in the following areas:

- Discussions with the appropriate personnel at the County about the design and application of a relevant internal control policy or procedure, including:
 - transaction classes to which the policy or procedure applies
 - how it is applied, and by whom
 - the disposition of exceptions detected by the policy or procedure
- Inspecting the documents and that describe how the policies and procedures are designed and applied by your personnel including:
 - how the policy or procedure is applied and by whom
 - the transaction classes to which it applies
 - the disposition of exceptions detected by the policy or procedure
- Observing the performance of the relevant policy or procedure by entity personnel including:
 - how the policy or procedure is applied and by whom
 - the transaction classes to which it applies
 - the disposition of exceptions detected by the policy or procedure.
- Review and testing the auditor's policies or procedures and comparing the results with the results obtained by your personnel

Audit Sampling Approach

We often sample select items for testing and conduct substantive tests only where it is necessary or cost efficient to sample the entire population. We refer to our Audit Methodology Manual which contains guidelines around sampling risk control and sample selection and evaluation.

Audit sampling is used to perform substantive tests as part of the financial statement audit and transaction cycle control testing. For financial statement audits, we anticipate that our sampling methodology will be used to audit receivables, payables, revenues, and expenses and expenditures under Federal and State awards.



Plan Implementation

Fieldwork

Fieldwork is the largest part of the audit process and consists of substantive audit tests, such as confirmation work, analytical reviews, and variation analysis. At the conclusion of both the preliminary and final fieldwork, we discuss the results and all tentative recommendations with your team.

Reviews

To assure our final audit is of the highest quality, we review files and reports several times while at your location. Each review focuses on specific areas of the audit, which intentionally overlap, so each part of the audit is reviewed at least twice.

Resolving Accounting Issues

Most accounting issues arise from a misunderstanding of the facts, circumstances, and complexities unique to an organization and its industry. Because we communicate frequently with you throughout the year, we expect few, if any, accounting-related issues to arise during the audit. Because of our business advisory auditing approach, we are well-equipped to understand the issues surrounding management's accounting and reporting position and can better help you should we uncover any potential issues.

Additionally, rather than analyzing transactions after the fact, we assist your management and finance department as accounting issues arise throughout the year.

Audit Conclusion

At the conclusion of the audit process, if applicable, we issue a management letter discussing internal control recommendations and any weaknesses discovered during the audit. The letter also includes observations about accounting methods and procedures, business and industry practices or issues, operational ideas, and suggestions to further enhance the County's operations. We will also advise you of any new accounting pronouncements that have been, or may be, issued along with their potential impact on the County.

Communication with Those Charged with Governance

In accordance with U.S. generally accepted auditing standards (GAAS), we communicate issues to keep those charged with governance adequately informed about audit matters prior to starting fieldwork as well as in our audit report. Of course, even if this wasn't mandated, we would still provide these communications to you before, during, and after the audit. It is important for us as auditors to develop trusting relationships with those charged with governance.

Should situations or issues arise that need to be discussed with the Comptroller, we will reach out right away. We do not like surprises, nor do we like to create them, so we insist on open and frank lines of communication.



Plan Implementation

Issuing Reports

We will meet with the Comptroller finance team once our reviews and audits are completed to discuss the results of our work and present our reports and letters.

We provide a memorandum on business matters, which includes our recommendations for improving your operations, as well as information regarding any new accounting pronouncements, tax issues, and other issues that impact your organization. Our discussion will include how the issues we uncovered can impact your organization and how to implement the changes we recommend. Additionally, we are available to meet with you during the year to answer any questions that may arise.

Accounting Staff Expectations

Your accounting department personnel will need to assist us in completing our audit and provide us with detailed trial balances, supporting schedules, and other necessary information. We will furnish you with a list of these schedules and other items before we begin our audit so that you are prepared.

Any assistance by the County's personnel, including schedule preparation and account analyses, is discussed, and coordinated as soon as we are brought on as your auditors. Completing work accurately and on time is essential to the proper audit completion and through report issuance.

Client Satisfaction

It's important to us that we foster an open, honest relationship with our clients on all matters, including our fees. We always quote requested services in advance rather than surprising you with a bill for extras.

We encourage you to call us as needed, and therefore you are not "on the meter" with every call.

While it is critical that the AICPA attest to the quality of our work, it is equally important that you find value in it as well. To ensure your satisfaction, we maintain contact throughout the year, stay current with your operations and follow up at the end of the engagement to solicit feedback.



Cost Proposal

Our Goal is to Provide Service Far Beyond Our Fees

No one likes to talk about fees, but we are proud of the level of service we provide for ours. Our approach to pricing is to never surprise you and to always be transparent about what you will be charged and what you are getting in return for those fees.

We have built our firm on the guiding principle of customer intimacy. This means that we want to be fully invested and deeply involved with our clients, truly understanding their goals and motivators. The resulting deliverables of this level of relationship goes far beyond the defined scope of our work to ensuring you have all the facts you need to make informed, confident decisions about your organization.

We are incredibly detailed and careful when providing an estimate for the work we will provide, and therefore, our fees will not increase from those quoted unless there are significant changes in the scope of the services we are asked to provide. If we uncover something that is outside of scope, we will discuss it with you in detail, so you understand why it is necessary as well as provide an estimate of what these services will cost before beginning any work. It is simply a matter of professional respect and part of our honest and comprehensive client service approach. Our estimate is based on the time necessary for the professionals on your team to conduct the work you need. Individual hourly rates can vary according to the degree of responsibility involved and the skill required and are as follows:

Staff	2020 Hourly Rates
Partner	\$210-435
Senior Manager	\$185-260
Manager	\$170-200
Senior Associate (In-Charge)	\$120-160
Associate	\$110-140
Paraprofessional	\$55-180
Internal Client Servers	\$110



Cost Proposal

Our Goal is to Provide Service Far Beyond Our Fees

Our fee estimates and completion of our work are based upon the following criteria:

- Anticipated cooperation from County personnel;
- Timely responses to our inquiries;
- Timely completion and delivery of client assistance requests;
- Timely communication of all significant accounting and financial reporting matters; and
- The assumption that unexpected circumstances will not be encountered during the engagement.

This proposal assumes we will work closely with your personnel, including on schedule preparation and account analysis. The timely and accurate completion of this work is an essential condition to our audit completion and report issuance.

Firm Not-to-Exceed Fees Proposed for Services Provided – Contract Period

Service Description	2020	2021	2022
Audited General Purpose Financial Statements (including Federal and NYS single audits)	\$91,000	\$92,500	\$94,000
Audited Consolidated Fiscal Report (NYSOPWDD, NYSOMH & NYSOASA)	\$3,000	\$3,000	\$3,000
Audited Consolidated Fiscal Report (NYSOMH)	\$3,000	\$3,000	\$3,000
Audited Financial Statements of the Times Union Center	\$15,000	\$15,000	\$15,000
Audited Financial Statements of Albany County Nursing Home (Shaker Place)	\$27,000	\$27,500	\$28,000
Total Cost	\$139,000	\$141,000	\$143,000
On-Call Accounting & Reporting Assistance	- Hourly Rates -		



Cost Proposal

Our Goal is to Provide Service Far Beyond Our Fees

Firm Not-to-Exceed Fees Proposed for Services Provided – Optional Years

Service Description	2023	2024
Audited General Purpose Financial Statements (including Federal and NYS single audits)	\$95,000	\$96,000
Audited Consolidated Fiscal Report (NYSOPWDD, NYSOMH & NYSOASA)	\$3,000	\$3,000
Audited Consolidated Fiscal Report (NYSOMH)	\$3,000	\$3,000
Audited Financial Statements of the Times Union Center	\$15,000	\$15,000
Audited Financial Statements of Albany County Nursing Home (Shaker Place)	\$28,000	\$29,000
Total Cost	\$144,000	\$146,000

Estimated Hours

We estimate a total of 650-800 hours will be required to complete the proposed scope of services.

Our Expectations for Invoicing and Payments

Our fees and expenses will be billed on a regular basis, and each invoice is payable upon receipt.

Cost Proposal



Mandatory Documentation

COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Technical and Professional Services to provide Auditing Services for Albany County's
Financial Statements, for the Fiscal Years 2020, 2021, and 2022
RFP Number: 2020-106

THIS PROPOSAL IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Proposal and in accordance with the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County's Notice of Award.
3. In submitting this Proposal, Proposer represents, as more fully set forth in this Contract, that:

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

Date

Number

(receipt of all of which is hereby acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

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

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

4. Proposer will complete the Work for the following prices(s): (Attach Proposal)
5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.
6. The following documents are attached to and made a condition of this Proposal:
 - (a) Non-Collusive Bidding Certificate (Attachment "A")
 - (b) Acknowledgment by Bidder (Attachment "B")
 - (c) Vendor Responsibility Questionnaire (Attachment "C")
 - (d) Iranian Energy Divestment Certification (Attachment "D")

7. Communication concerning this Proposal shall be addressed to:

Paul L. Goetz, Partner

BST & Co. CPAs, LLP

26 Computer Drive West, Albany, New York 12205

Phone: 518-459-6700

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Technical and Professional Services to provide Auditing Services for Albany County's
Financial Statements, for the Fiscal Years 2020, 2021, and 2022
RFP Number: 2020-106

COMPANY: BST & Co. CPAs, LLP

ADDRESS: 26 Computer Drive West

CITY, STATE, ZIP: Albany, New York 12205

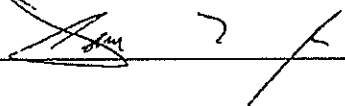
TEL. NO.: 518-459-6700

FAX NO.: 518-459-8492

FEDERAL TAX ID NO.: 14-1442607

REPRESENTATIVE: Paul L. Goetz

E-MAIL: pgoetz@bstco.com

SIGNATURE AND TITLE 

DATE 9/24/2020

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

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

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

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

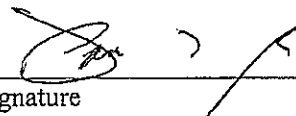
(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

9/24/2020
Date



Signature

Partner

Title

BST & Co. CPAs, LLP

Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) SS.:

On this _____ day of _____, 20____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF New York)
COUNTY OF Albany) SS.:

On the 24th day of September, 2020 before me personally came Paul L. Goetz, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of BST Co. CFAA, LLP and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

Lindsey Bolton
Notary Public, State of NY

Qualified in Schenectady County

Commission Expires 11/7/23

LINDSEY DENISE BOLTON
Notary Public, State of New York
No. 01BO6251059
Qualified in Schenectady County
Commission Expires Nov. 7, 2023

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR			
2. VENDOR'S LEGAL BUSINESS NAME BST & Co. CPAs, LLP		3. IDENTIFICATION NUMBERS a) FEIN # 14-1442607 b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:		5. WEBSITE ADDRESS (if applicable) www.bstco.com	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE 26 Computer Drive West, Albany, New York 12205		7. TELEPHONE NUMBER 518-459-6700	8. FAX NUMBER 518-459-8492
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE <i>IN NEW YORK STATE, if different from above</i>		10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE Name Paul L. Goetz Title Partner Telephone Number 518-459-6700 Fax Number 518-459-8492 e-mail pgoetz@bstco.com			
13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.			
a) NAME Ronald L. Guzikor	TITLE Managing Partner	b) NAME Paul L. Goetz	TITLE Equity Partner
c) NAME William C. Freitag	TITLE Equity Partner	d) NAME	TITLE
A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.			
14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. See *14.1 below ☒ Yes ☐ No			
15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS: a) An elected or appointed public official or officer? <i>List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service</i> ☐ Yes ☒ No b) An officer of any political party organization in Albany County, whether paid or unpaid? <i>List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.</i> ☐ Yes ☒ No			

*14.1 - Effective 8/15/16, SAXBST LLP (FEIN# 46-4001827) began operating under the name BST & Co. CPAs, LLP.

16.	WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS: a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☒ No 2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease; 3. entered into an agreement to a voluntary exclusion from bidding/contracting; 4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles; 5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract; 6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited; 7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract; 8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or 9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract. b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☒ No c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☒ No 1. federal, state or local health laws, rules or regulations.
17.	IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."
18.	DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO: a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☒ No <i>Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.</i> b) file returns or pay New York State unemployment insurance? ☐ Yes ☒ No <i>Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.</i> c) Property Tax ☐ Yes ☒ No <i>Indicate the years the vendor failed to file.</i>
19.	HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OF THE DATE OF FILING? ☐ Yes ☒ No Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
20.	IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☒ No

21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES: ☐ Yes ☒ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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

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

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN # 14-1442607

State of: New York)
) ss:
County of: Albany)

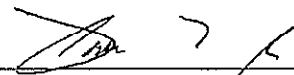
CERTIFICATION:

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

The undersigned certifies that he/she:

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

Name of Business BST & Co. CPAs, LLP

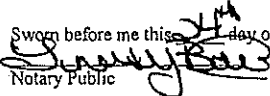
Signature of Owner 

Address 26 Computer Drive West

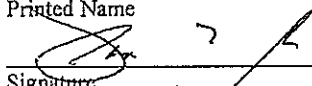
Printed Name of Signatory Paul L. Goetz

City, State, Zip Albany, New York 12205

Title Equity Partner

Sworn before me this 24th day of September 2020

Notary Public

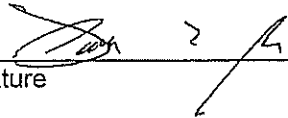
LINDSEY DENISE BOLTON
Notary Public, State of New York
No. 01806251059
Qualified in Schenectady County
Commission Expires Nov. 7, 2023

Paul L. Goetz
Printed Name

Signature
9/24/2020
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

9/24/2020
Date



Signature

Partner

Title

BST & Co. CPAs, LLP

Company Name



Appendices

*The Remaining Information You Need
to Decide to Partner with BST*



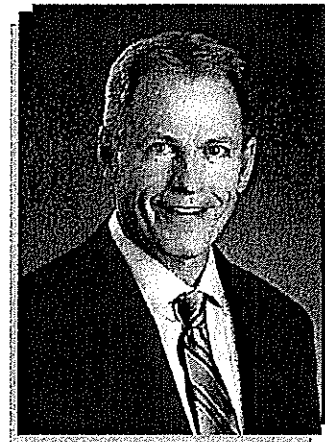
Biographies

Your Team of Experts

Paul L. Goetz, CPA

Partner

For over 30 years, and nine with BST, Paul L. Goetz has partnered with his clients to deliver accounting and audit services. As a member of BST's Governmental Services Group, he has a particular focus in governmental accounting and audit needs and expertise in complex governmental accounting standards and audit requirements. Additionally, he serves as a peer reviewer for the American Institute of Certified Public Accountants.



Born in Rome, Paul now resides in Clifton Park with his wife, daughter, and son. He loves to travel to different courses to play golf and is quite passionate about the New York Yankees and the New York Giants.

"The best part of my profession is getting to work with a multitude of clients. I get to learn about their businesses and goals and then show them how they can achieve them. It's quite rewarding."

EDUCATION

- Siena College — Bachelor of Business Administration, Accounting

MEMBERSHIPS & VOLUNTEERISM

- New York State Society of Certified Public Accountants Member
- American Institute of Certified Public Accountants Member
- Edison Club Treasurer

GET TO KNOW PAUL

- Paul's hidden talents are landscaping and cooking
- His celebrity doppelganger is Dennis Leary
- His daughter got him hooked on the reality show, *Big Brother*
- *Fairly Odd Parents* is his favorite cartoon.
- If you want to get on his good side, he loves strawberry ice cream covered in chocolate sprinkles.



Biographies

Your Team of Experts

Brendan K. Kennedy

Partner

For close to two decades Brendan K. Kennedy has been providing government clients with the accounting and auditing services they need to be more effective, efficient, and remain in compliance.

In addition to assisting his clients with their immediate audit and accounting needs, Brendan is also a frequent speaker with the New York State Government Finance Officers Associates and the New York Conference of Mayors, where he shares his expertise on governmental accounting.



Brendan calls Glenmont home with his wife and two children. Outside of the office, he loves being outdoors and takes every opportunity he can to golf and go camping, where he can kayak, fish, hike and enjoy a good campfire.

"Being an accountant is so rewarding because I am always learning new things that I can use to help my clients. By consistently adding to my existing expertise, I'm able to provide greater service to others."

EDUCATION

- Siena College – Bachelor of Business Administration, Accounting

MEMBERSHIPS & VOLUNTEERISM

- American Institute of Certified Public Accountants Member
- New York Government Finance Officers Association – Board Member and Chairman of the Audit Committee
- New York State Society of Certified Public Accountants Member
- New York Conference of Mayors Member
- Colonie Golf and Country Club Member

GET TO KNOW BRENDAN

- In high school, he was a semi-finalist in a state-wide essay contest titled, "A Life Worth Knowing," where he wrote about Joseph Heller.
- He recently purchased a travel trailer and has been enjoying camping trips around the state of New York.
- If a movie were made about his life, he'd love for Chris Hemsworth (yes, Thor) to star in it. I mean, who wouldn't!



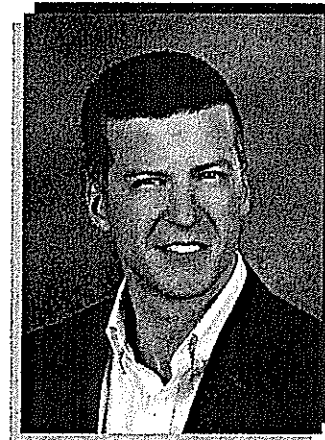
Biographies

Your Team of Experts

Jonathan Gibbs, CPA

Senior Manager

As a Senior Manager with BST's Accounting and Auditing team where he spends most of his time working with those in government and for-profit businesses. He began his career with BST and now with a decade of experience, Jonathan looks beyond the numbers to create meaningful and well-organized financial information from which his clients can make astute and informed strategic decisions for their businesses and organizations.



Jonathan's interest in accounting was sparked in college and has grown into a rewarding career. He is a born and bred son of Saratoga Springs, where he still resides. Outside of the office, he enjoys having a good workout and a great dinner.

"What I love most about what I do is learning about the operations of a variety of industries. I'm then able to take this knowledge and use it to help other clients, which is incredibly rewarding."

EDUCATION

- Bachelor of Business Administration, Accounting, State University of New York College at Oneonta

MEMBERSHIPS & VOLUNTEERISM

- Government Finance Officers Association Member

GET TO KNOW JONATHAN

- His favorite superhero is Batman.
- He loves books by Malcolm Gladwell, Michael Lewis and Ernest Hemingway.
- When he was five, he wanted to be an airline pilot.
- He hates heights.
- His nickname as a child was Glades.



Biographies

Your Team of Experts

Ann DeLucco, CPA

Senior Manager

For close to a decade, Ann DeLucco has been serving the clients of BST. She specializes in audit and financial services, and her primary focus is the not-for-profit sector, as well as government entities. She relishes in the opportunity to face – and overcome – challenges on behalf of her clients and provide them with the best services and advice on a daily basis.



Originally from Delmar, NY, Ann now calls Colonie home with her husband and dog. In her free time, she loves to follow sports, particularly her favorite teams – the New York Yankees and the Green Bay Packers.

"There are so many things I love about what I do. I love that accounting always works. I love that debits always equal credits. I love creating lasting relationships with my clients."

EDUCATION

- Bachelor of Science in Accounting – Fordham University
- Master of Business Administration – Fordham University

MEMBERSHIPS & VOLUNTEERISM

- American Institute of Certified Public Accountants Member

GET TO KNOW ANN

- She knows how to knit.
- Ann met Alex Rodriguez at a drug store when he was buying Chapstick.
- She is a member of a book club.
- She loves any kind of dessert that includes chocolate.
- While she would never go bungee jumping, she has considered sky diving.



Biographies

Your Team of Experts

Jeremy A. DeBarr, CPA *Senior Associate*

Jeremy joined BST & Co. CPAs, LLP in 2015. He graduated from the State University of New York at Albany with a Bachelor's Degree in Accounting. Jeremy works on a wide range of governmental engagements.



Michael R. Evans *Senior Associate*

Mike joined BST & Co. CPAs, LLP in 2017. He graduated from the College of Saint Rose with Bachelor's and Master's Degrees in Accounting. Mike works on a variety of governmental and not-for-profit engagements.



Margaret Fleming *Senior Associate*

Maggie joined BST & Co. CPAs, LLP in 2018. She graduated from the State University of New York at Plattsburg with a Bachelor's Degree in Accounting and Business Administration. Maggie works on a wide range of engagements, including government and not-for-profit industries.



Lorin A. Marra, CPA *Senior Associate*

Lorin joined BST & Co. CPAs, LLP in 2017. She graduated from Siena College with Bachelor's and Master's Degrees in Accounting. Lorin has experience with a variety of engagements, including government and commercial entities.





Peer Review



Certified Public Accountants

3325 Saw Mill Run Blvd.
Pittsburgh, PA 15227-2736
412/885-5045
Fax 412/885-4870
www.gbacpa.com

Report on the Firm's System of Quality Control

February 23, 2018

To the Partners of BST & Co. CPAs, LLP and
the National Peer Review Committee of the American Institute of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of BST & Co. CPAs, LLP (the firm) in effect for the year ended August 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including compliance audits under the Single Audit Act, and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Member: American and Pennsylvania Institute of Certified Public Accountants
Center for Public Company Audit Firm • Employee Benefit Plan Audit Quality Center • Governmental Audit Quality Center • Private Companies Practice Section



Peer Review

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of BST & Co. CPAs, LLP in effect for the year ended August 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. BST & Co. CPAs, LLP has received a peer review rating of pass.

Goff Backa Alfara & Company, LLC

GOFF BACKA ALFERA & COMPANY, LLC
PITTSBURGH, PENNSYLVANIA



Affirmations

We provide the following affirmations:

1. BST is registered and licensed to practice in the State of New York as Certified Public Accountants and does not have a record of substandard audit work.
2. All participants in the County's engagement meet the required continuing professional education requirements of auditing standards generally accepted in the United States of America as defined by the American Institute of Certified Public Accountants.
3. A copy of our most recent Peer Review Letter is attached to this proposal.
4. All client lists and references listed in this proposal are confidential and considered a trade secret of BST. They may not be discussed or shared with any outside parties.



Independence

BST affirms that no officer or employee of the Firm is directly or indirectly a party to, or in any other manner interested financially or otherwise, in this RFP.

BST maintains and monitors independence as follows:

- Prior to accepting any new engagement, BST does an independence check with all its professional and technical employees in addition to routine, annual independence checks.
- BST's professional and technical employees are advised of our policies during the orientation process and are reminded annually as a part of monitoring compliance with such policies.
- BST emphasizes independence and other ethical considerations in our training programs which start at the time of employment. We require periodic independence and ethics training for all professional employees, which include BST's independence and ethics policies and the independence and ethics requirements of all applicable regulators.



Firm Overview

Focused on Client Success from Start to Finish

Helping Clients Reach Their Goals for 75 Years

Serving clients since 1944, BST is one of the largest regional certified public accounting and consulting firms in upstate New York, with office locations in Albany and New York.

We are committed to providing exemplary services and actionable business advice that allows you to proactively plan for your tax and audit requirements, make the most of your resources, and operate at peak efficiency. At BST, we are honored by your trust and invested in growing your organization, designing customized plans for the future, and turning your goals (even the lofty ones) into a reality.

With a commitment to delivering exceptional service, we cater to a select group that includes government organizations, as well as those in real estate, construction, manufacturing and distribution, employee benefits, retail, medical, professional services, and government. With a broad portfolio of accounting, auditing, tax, consulting, and wealth management services, as well as valuation, forensic accounting, and litigation support, we can provide a full range of services built around your organization's needs.

Our Promise to You

Clear and regular communication is the foundation of any great relationship. By listening attentively and working proactively with you, we can better understand your needs and deliver meaningful solutions that exceed your expectations.

Our ultimate mission is your success. We accomplish this by cultivating a close, long-term relationship with every client and managing your finances as if they were our own. We pledge to always provide:

- Professionals who are highly skilled in your niche, so you never have to worry if they understand what you do or need;
- Consistent communications with your management team throughout the year so you are never left wondering whether your work is getting done;
- Experts who bring forward-looking methods of planning and savings, so you know we are thinking about the future as well as the past;
- Prompt and responsive service so you know that your needs will be met with a sense of urgency and attention that you desire and deserve.



Firm Overview

Focused on Client Success from Start to Finish

When it boils down to it, our goals are met if yours are exceeded. Our promise to you is that we will employ all that we are able to help you reach the pinnacle of what your organization is capable of achieving.

Qualified to Meet Your Needs

For over seven decades, we've worked to build a firm comprised of the greatest minds in the profession and to give them access to the top resources available. Through the years, as the industries we serve – as well as the laws that apply to them – became more complex, we've worked diligently to always stay up-to-date and kept pace with the changes, ensuring our clients remain ahead of the curve.

Our Government Service Group is one of the best in New York, taking pride in going above and beyond to understand the ever-changing needs and requirements of the industry. We offer a wide range of services from traditional auditing, accounting, and financial consulting to highly specialized services unique to non-profits. The BST service team, as further detailed later in this proposal, is comprised of experts and financial specialists with a deep understanding of government organizations.

Independence

Providing the highest quality of services also requires that we are cognizant of remaining independent as well. To ensure that we meet or exceed independence requirements, we:

- Complete a thorough independence check with all professional and technical employees prior to accepting any new engagement.
- Advise all employees of our policies during the orientation process and retrain them annually as a part of our compliance monitoring process.
- Emphasize independence and other ethical considerations with selected training programs, particularly for new hires.
- Require periodic training for all professional employees that covers our independence and ethics policies and the requirements of all applicable regulators.

Our Government Service Group is one of the best in New York, taking pride in going above and beyond to understand the ever-changing needs and requirements of the industry.



Value-Added Services

Here to Meet Your Needs Beyond Audit

On-Call Assistance in Tax Matters

Because of the complex and rapidly changing nature of today's Internal Revenue Code, we do our best to respond quickly to any and all tax questions. BST tax partners are available to respond to issues and inquiries as well as conduct research and offer advice on these matters. Additionally, we can draw upon the specialized tax services (federal, state, and local) of RSM and Alliance members throughout the U.S. and internationally as needs arise.

Virtual Accounting Services (VAS)

VAS provides best-in-class technology solutions that are customized, scalable, and offer real-time data and information that deliver actionable insights. We create the right mix of professional services that will supplement existing staff or act as your entire finance infrastructure. Through our Modern CFO Services, VAS can provide consultation services directly to the decision maker; you have a partner with whom to discuss big-picture growth strategy, help to analyze decisions, assist in creating budgets, help manage taxes, and provide the support you seek to grow. Stop working in your business and get back to working on your business!

Retirement Plan & Consulting (TPA) Services

BST's dedicated team of retirement plan professionals brings extensive experience, specialized education, and expert level certification in the field of retirement plan services to help design, establish, guide, and monitor all aspects of your retirement related employee benefits. We provide Third Party Administration and Consulting Services for retirement plans including 401(k), 403(b), 457(b), Profit Sharing, Defined Benefit, Cash Balance, Money Purchase, ESOPs, and Prevailing Wage plans.

Human Resources Consulting and Management

Northeast HR for Hire, a subsidiary of BST, is a full-service solution to your human resources needs. We focus on operational, management, and human resources consulting for small and medium-sized organizations, functioning as a fractional or full-time human resources department. By anticipating, analyzing, and responding to your human resources issues, we give you the freedom to concentrate on building a successful government.



Value-Added Services

Here to Meet Your Needs Beyond Audit

Outsourced Accounting Services

CFO for Hire, a subsidiary of BST, is a scalable, cost effective outsourced accounting solution that can fit your organization's unique financial needs. From bookkeeping to CFO level services, we assemble a custom team of financial experts that can handle your day to day bookkeeping or long-term accounting needs; our goal is to provide you with timely, consistent, and accurate financial reporting.

Valuation, Forensic & Litigation Services

Our professionals are recognized as some of the most respected and renowned in the industry. Drawing upon our expertise of accounting, audit and tax, we can help clients tackle the organizational and financial risks associated with disputes and fraud and create effective and efficient solutions to a wide range of dispute resolution matters including business valuation, economic damage analysis, insurance claim services, forensic accounting and fraud, domestic relations services and divorce tools and information.

Employee Benefit Plans

At BST, our approach to developing a strong Employee Benefit Plan strategy centers around planning. By being intimately involved in your government and asking probing questions, we are able to advise you of Employee Benefit Plan savings opportunities and moves you can make throughout the year, so that it's more of a formality and a low-stress event because you've maximized your opportunities and there are no surprises. Because we are structured around industries of specialization, we have Employee Benefit Plan experts fluent in the nuances of the laws as they relate to the industries we service.



Giving Back

Creating a Culture of Benevolence & Gratitude

At BST, we don't just talk about giving back, we work every day to foster a truly charitable culture. Helping those in need and leaving the world in a better place should be the goal of everyone! We work hard to ensure this philosophy shines through in the work we do for our clients as well in how we support our local communities.

As an active part of the Capital Region for 75 years, we take great pride in this place we call home and the investments we have made toward its growth and prosperity. We give in many ways, including donations, sponsorships, board and committee service, and volunteerism, always working to create and support an environment where teamwork is encouraged, work-life balance is achieved, and everyone is encouraged to dedicate significant time and resources towards making a difference.



BST Day of Service

Every year, we take a full day as a firm to give back to the community we love so much by volunteering at local organizations. During recent Days of Service, we supported:

- Boys & Girls Clubs of Albany: Landscaping and making tie-dyed t-shirts with club members
- St. Anne Institute: Painting outdoor picnic tables and gazebos
- Vanderheyden Hall: Cleaning classrooms and lockers

	Average Rating
Drescher & Malecki	4.28
RBT	3.65
EFPR Group	4.20
BST & Co.	4.73
Bonadio Group	4.15

RFP #2020-106: Auditing Services

Proposal Rating Worksheet

Reviewer: Ransom Moore

	Weight	Drescher & Malecki		RBT		EFPR Group		BST		Bonadio Group	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services	15%	5	0.75	5	0.75	5	0.75	5	0.75	5	0.75
Prior experience in similar projects	15%	5	0.75	4	0.6	4	0.6	5	0.75	5	0.75
Familiarity to Albany County's accounting processes and procedures	15%	3	0.45	3	0.45	3	0.45	5	0.75	3	0.45
Proposer's demonstrated capabilities (equipment, financial solvency, location)	15%	5	0.75	5	0.75	5	0.75	5	0.75	5	0.75
Total proposed price	15%	5	0.75	1	0.15	5	0.75	4	0.6	1	0.15
Professional Qualifications	10%	5	0.5	5	0.5	5	0.5	5	0.5	5	0.5
Client References	5%	5	0.25	4	0.2	5	0.25	5	0.25	5	0.25
Completeness of Proposal	5%	5	0.25	5	0.25	5	0.25	5	0.25	5	0.25
Staffing- (Evaluation of Employees' Resumes)	5%	4	0.2	5	0.25	5	0.25	5	0.25	5	0.25
TOTALS:			4.65		3.90		4.55		4.85		4.10

RFP #2020-106: Auditing Services

Proposal Rating Worksheet

Reviewer: Michael McNeff

	Weight	Drescher & Malecki		RBT		EFPR Group		BST		Bonadio Group	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services	15%	5	0.75	4	0.6	3	0.45	5	0.75	5	0.75
Prior experience in similar projects	15%	4	0.6	3	0.45	3	0.45	5	0.75	5	0.75
Familiarity to Albany County's accounting processes and procedures	15%	3	0.45	3	0.45	3	0.45	5	0.75	3	0.45
Proposer's demonstrated capabilities (equipment, financial solvency, location)	15%	3	0.45	3	0.45	4	0.6	5	0.75	4	0.6
Total proposed price	15%	5	0.75	2	0.3	4	0.6	3	0.45	1	0.15
Professional Qualifications	10%	3	0.3	3	0.3	4	0.4	4	0.4	5	0.5
Client References	5%	3	0.15	3	0.15	3	0.15	4	0.2	5	0.25
Completeness of Proposal	5%	3	0.15	3	0.15	4	0.2	5	0.25	5	0.25
Staffing- (Evaluation of Employees' Resumes)	5%	4	0.2	3	0.15	4	0.2	4	0.2	5	0.25
TOTALS:			3.80		3.00		3.50		4.50		3.95

RFP #2020-106: Auditing Services

Proposal Rating Worksheet

Reviewer: Chip Dott

	Weight	Drescher & Malecki		RBT		EFPR Group		BST		Bonadio Group	
		Rate	Score	Rate	Score	Rate	Score	Rate	Score	Rate	Score
Proposer's comprehension of the required (work) Scope of Services	15%	5	0.75	5	0.75	5	0.75	5	0.75	5	0.75
Prior experience in similar projects	15%	4	0.6	4	0.6	4	0.6	5	0.75	5	0.75
Familiarity to Albany County's accounting processes and procedures	15%	3	0.45	3	0.45	3	0.45	5	0.75	3	0.45
Proposer's demonstrated capabilities (equipment, financial solvency, location)	15%	4	0.6	4	0.6	5	0.75	5	0.75	5	0.75
Total proposed price	15%	5	0.75	3	0.45	5	0.75	4	0.6	3	0.45
Professional Qualifications	10%	5	0.5	5	0.5	5	0.5	5	0.5	5	0.5
Client References	5%	5	0.25	4	0.2	5	0.25	5	0.25	5	0.25
Completeness of Proposal	5%	5	0.25	5	0.25	5	0.25	5	0.25	5	0.25
Staffing- (Evaluation of Employees' Resumes)	5%	5	0.25	5	0.25	5	0.25	5	0.25	5	0.25
TOTALS:			4.40		4.05		4.55		4.85		4.40



DANIEL P. McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NEW YORK 12207-2021
(518) 447-7140 - FAX (518) 447-5588

DAVID M. LATINA
COMMISSIONER OF GENERAL SERVICES

KAREN A. STORM
PURCHASING AGENT

MEMORANDUM

TO: Susan A. Rizzo
Albany County Comptroller

FROM: Karen Storm *[Signature]*
Purchasing Agent

DATE: October 7, 2020

RE: RFP #2020-106 Auditing Services

I am in receipt of your recommendation to award the aforementioned Request for Proposals to BST & Co. in the amount of \$423,000.00.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposal(s) submitted. I have no objection to the selection of BST & Co. for an award.

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

RESOLUTION NO. 507

AUTHORIZING AN AGREEMENT WITH SAXBST LLP FOR
INDEPENDENT AUDITING SERVICES

Introduced: 12/7/15

By: Audit and Finance Committee:

WHEREAS, Albany County is required by law to provide yearly independent audits to New York State, and

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller issued a Request for Proposals (RFP) for such services, and

WHEREAS, The Comptroller's Office has reviewed the qualifications and proposals of six firms responding to the RFP and recommended awarding the contract to SaxBST LLP as offering the best value for the County, and

WHEREAS, SaxBST LLP, submitted a \$409,500 quote for auditing services for 2015, 2016 and 2017 fiscal years, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with SaxBST LLP, 26 Computer Dr. West, Albany, NY 12205 for three years, with two one-year options to renew, regarding performance of financial audit services in accordance with the submitted proposal for the 2015, 2016 and 2017 fiscal years, and, be it further

RESOLVED, That the agreement shall indicate that the fees for the auditing services shall not exceed the following amounts: \$134,000 for auditing 2015 records; \$136,500 for auditing 2016 records and \$139,000 for auditing records for the 2017 fiscal year, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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. 12/7/15

RESOLUTION NO. 428

AUTHORIZING AN AGREEMENT WITH BST & CO. CPAS, LLP FOR INDEPENDENT AUDITING SERVICES

Introduced: 11/9/20

By: Audit and Finance Committee:

WHEREAS, Albany County is required by law to provide yearly independent audits to New York State, and

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller issued a Request for Proposals (RFP) for such services, and

WHEREAS, The Comptroller's Office has reviewed the qualifications and proposals of five firms responding to the RFP and recommended awarding the contract to BST & Co. CPAs, LLP as offering the best value for the County, and

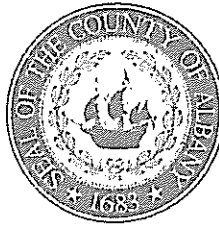
WHEREAS, BST & Co. CPAs, LLP, submitted a \$423,000 quote for auditing services for the 2020, 2021 and 2022 fiscal years, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with BST & Co. CPAs, LLP, Albany, NY 12205 for three years, with two one-year options to renew, regarding performance of independent auditing services in accordance with the submitted proposal for the 2020, 2021 and 2022 fiscal years, and, be it further

RESOLVED, That the agreement shall indicate that the fees for the auditing services shall not exceed the following amounts: \$139,000 for auditing 2020 records; \$141,000 for auditing 2021 records and \$143,000 for auditing records for the 2022 fiscal year, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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.



COUNTY OF ALBANY OFFICE OF THE COMPTROLLER
112 STATE STREET, ROOM 1030, ALBANY, NEW YORK 12207-2021
(518) 447-7130 | susan.rizzo@albanycountyny.gov

SUSAN A. RIZZO
COUNTY COMPTROLLER

October 5, 2020

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

RE: RLA – Bank Contract – Second one-year extension

Dear Hon. Andrew Joyce,

The Department of Audit and Control is requesting approval to exercise the second and final one-year extension for a professional services contract with M&T Bank from November 15, 2020 and ending November 14, 2021. This agreement provides banking services for Albany County.

The RLA, Resolution No. 2020-45 and Resolution No. 2016-401 are included for your review.

Should you have any questions, please contact me at (518) 447-7130.

Sincerely,

Susan A. Rizzo
County Comptroller

cc: Patrick Collins, Counsel to the Chair
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel

REQUEST FOR LEGISLATIVE ACTION

Authorization to Exercise One Year Renewal Option for Banking Services

Date: 10/05/2020
Submitted By: Susan A. Rizzo
Department: Department of Audit and Control
Title: County Comptroller
Phone: (518) 447-7130
Department Rep.
Attending Meeting: Susan A. Rizzo

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
- ☐ Revenue

Increase Account/Line No.:

Source of Funds:

Title Change: _____

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline

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

Contract Terms/Conditions:

Party (Name/address):

M&T Bank
80 State Street
Albany, NY 12207

Additional Parties (Names/addresses):

Amount/Raise Schedule/Fee:

Scope of Services: Banking Services

Bond Res. No.:

Date of Adoption:

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☐ No ☒

If Mandated Cite Authority:

Is there a Fiscal Impact: Yes ☒ No ☐

Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:

Revenue Account and Line:

Revenue Amount:

Appropriation Account and Line:

Appropriation Amount:

Source of Funding – (Percentages)

Federal:

State:

County: 100%

Local:

Term

Term: (Start and end date)

November 15, 2020 – November 14, 2021

Length of Contract:

One Year Extension

Impact on Pending Litigation

Yes ☐ No ☒

If yes, explain:

Previous requests for Identical or Similar Action:

Resolution/Law Number:

Resolution No. 45

Date of Adoption:

02/10/2020

Justification: (state briefly why legislative action is requested)

The contract extension is necessary to retain banking services for Albany County's daily operations by the County Comptroller.

RESOLUTION NO. 45

AUTHORIZING AN AGREEMENT WITH M & T BANK FOR BANKING SERVICES

Introduced: 2/10/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 401 for 2016 this Honorable Body authorized an agreement with M & T Bank regarding professional banking services for the Department of Audit and Control for a term commencing November 5, 2016 through November 14, 2019, with two one-year options to renew, and

WHEREAS, The Albany County Comptroller has requested authorization to exercise the first of the optional one year extensions and to enter into an agreement with M & T Bank regarding professional services for a term commencing November 15, 2019 and ending November 14, 2020 according to the terms and fee arrangements specified in the firm's Request for Proposals (RFP) response, and

WHEREAS, The Comptroller has indicated that the contract extension is necessary as it will allow the Department of Audit and Control to retain banking services which are vital in allowing it to conduct its day to day operations, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with M & T Bank, Albany, NY 12207 regarding professional banking services for the Department of Audit and Control for a term commencing November 15, 2019 and ending November 14, 2020, according to the terms and fee arrangements specified in the firm's Request for Proposals (RFP) response and, be it further

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

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

Adopted by unanimous vote - 2/10/20

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 10th day of February, 2020, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS THEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 12th day of February, 2020.

Necole Chambers
Clerk, Albany County Legislature

RESOLUTION NO. 401

AUTHORIZING AN AGREEMENT WITH M & T BANK FOR BANKING SERVICES

Introduced: 9/12/16

By Audit and Finance Committee:

WHEREAS, The Albany County Purchasing Agent in cooperation with the County Comptroller and Commissioner of Management and Budget issued a Request for Proposals (RFP) regarding banking services for Albany County, and

WHEREAS, The Comptroller and Commissioner of Management and Budget have reviewed the responses of five institutions that were received and considered criteria such as comprehension of work and scope of services; total price and yield on investments; experience with similar projects; demonstrated capabilities including location, financial solvency and equipment; and length of time in business, and

WHEREAS, It has been recommended that a contract for banking services be awarded to M & T Bank based on a comparison of the criteria set forth above, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with M & T Bank for such banking services as are required by the Comptroller and Commissioner of Management and Budget for a term beginning November 15, 2016 through November 14, 2019, with two one-year options to renew, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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. 9/12/16

State of New York
County of Albany

This is to certify that I, the undersigned, Clerk of the Albany County Legislature, have compared the foregoing copy of the resolution and/or local law with the original resolution and/or local law now on file in the office, and which was passed by the Legislature of said County on the 12th day of September, 2016, a majority of all members elected to the Legislature voting in favor thereof, and that the same is a correct and true transcript of such original resolution and/or local law and the whole thereof.



IN WITNESS WHEREOF, I have hereunto set my hand and the
official seal of the County Legislature this 13th day of September, 2016.

A handwritten signature in cursive script, appearing to read "Paul J. Deane", is written over a horizontal line.

Clerk, Albany County Legislature

RESOLUTION NO. 429

AUTHORIZING AN AGREEMENT WITH M & T BANK FOR BANKING SERVICES

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 401 for 2016 this Honorable Body authorized an agreement with M & T Bank regarding professional banking services for the Department of Audit and Control for a term commencing November 5, 2016 through November 14, 2019, with two one-year options to renew, and

WHEREAS, The Albany County Comptroller has requested authorization to exercise the second and final one-year option to renew and to enter into an agreement with M & T Bank regarding professional services for a term commencing November 15, 2020 and ending November 14, 2021 according to the terms and fee arrangements specified in the firm's Request for Proposals (RFP) response, and

WHEREAS, The Comptroller has indicated that the contract extension is necessary as it will allow the Department of Audit and Control to retain banking services which are vital in allowing it to conduct its day to day operations, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with M & T Bank, Albany, NY 12207 regarding professional banking services for the Department of Audit and Control for a term commencing November 15, 2020 and ending November 14, 2021, according to the terms and fee arrangements specified in the firm's Request for Proposals (RFP) response and, be it further

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

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



DANIEL P.
McCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT
AND BUDGET
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207

SHAWN A. THELEN
COMMISSIONER

M. DAVID REILLY
DEPUTY COMMISSIONER

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

Dear Chairman Joyce:

Attached, please find a Request for Legislative Action respectfully requesting that authorization be provided to the County Comptroller to issue Tax Anticipation Notes (TANs) for an amount not to exceed \$40 million. This funding will assist in the County's cash management ensuring that the necessary cash is on hand to meet operational expenses and will be backed by a portion of the 2021 Tax levy from the County to the municipalities within the County.

The short term borrowing will provide the County with the necessary cash to maintain a positive balance in the General Fund through the fourth quarter of the 2020 and into 2021. While there is an existing request for \$16.8 million against the remaining portion of the 2020 warrant, there are concerns that this will not be enough to cover worst case scenarios and due to the scheduling of Legislative meetings and the time required for approval has led to a realization that we will need to ask for authorization before knowing the exact amount that will be needed. Based on all forecasts that we have done, between Management and Budget as well as the Comptroller's office, we have come up with a "worst case scenario" of needing an additional \$40 million. We would like to request authorization of up to this amount and will likely borrow less as we can perform more precise forecasts as we get closer to year end. There are administrative actions we could take to reduce this number, but the additional interest charged on those amounts would be several times the size of the interest paid on this short term borrowing.

Two of the County's main sources of revenue have been impacted during the COVID-19 pandemic; sales tax receipts and reimbursements from New York State. While sales tax receipts have started to begin their return to normalcy, we still do not know the final numbers for either the fourth quarter of 2020. Additionally, many of the payments from NY State are being partially

withheld at this time. What this means is that certain reimbursements are only being paid at 80% of their face value based on authority granted in the State FY 2021 Enacted Budget. If the Federal Government provides funding to the State to offset revenue losses then the County would be eligible to receive all or a portion of these withheld funds.

The Department of Management and Budget will continue to monitor this situation on an ongoing basis. I will be available at the Audit and Finance Committee meeting to provide additional information and answer any questions for you. If there are questions before that date, please reach out and we can discuss them at a mutually agreeable time.

Sincerely,

M. David Reilly
Deputy Commissioner

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-2055, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization for the Issuance of Tax Anticipation Notes (TANs)

Date: 10/22/20
Submitted By: Dave Reilly
Department: Management and Budget
Title: Deputy Commissioner
Phone: 518-447-5525
Department Rep.
Attending Meeting: Dave Reilly

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

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) 10/1/20 - 3/31/21
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: Resolution 372
Date of Adoption: 10/13/20

Justification: (state briefly why legislative action is requested)

The short term borrowing will provide the County with the necessary cash to maintain a positive balance in the General Fund through the fourth quarter of the 2020 and into 2021. This funding will assist in the County's cash management ensuring that the necessary cash is on hand to meet operational expenses and will be backed by a portion of the 2021 Tax levy from the County to the municipalities within the County.

Two of the County's main sources of revenue have been impacted during the COVID-19 pandemic; sales tax receipts and reimbursements from New York State. While sales tax receipts have started to begin their return to normalcy, we still do not know the final numbers for either the fourth quarter of 2020. Additionally, many of the payments from NY State are being paid at 80% of their face value based on authority granted in the State FY 2021 Enacted Budget.

TAX ANTICIPATION NOTE RESOLUTION DATED NOVEMBER __, 2020

A TAX ANTICIPATION NOTE RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE "COUNTY") DATED NOVEMBER __, 2020, A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$40,000,000 AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES, PURSUANT TO THE LOCAL FINANCE LAW, IN ANTICIPATION OF THE COLLECTION OF REAL ESTATE TAXES TO BE LEVIED IN AND FOR THE COUNTY IN ITS 2021 FISCAL YEAR.

WHEREAS, the County of Albany (the "County"), located in the State of New York (the "State"), desires to issue tax anticipation notes in anticipation of the collection of real estate taxes to be levied in and for the County in its 2021 fiscal year; and

WHEREAS, the real estate taxes for such fiscal year are to be levied and such taxes for such fiscal year are uncollected; and

WHEREAS, no tax anticipation notes have heretofore been authorized to be issued in anticipation of the collection of real estate taxes in the County in its 2021 fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, AS FOLLOWS:

SECTION 1. There are hereby authorized to be issued tax anticipation notes of the County of Albany in the aggregate principal amount of up to \$40,000,000 pursuant to the Local Finance Law, in anticipation of the collection of real estate taxes to be levied in and for the County in its 2021 fiscal year. Such notes shall be designated "County of Albany Tax Anticipation Notes, 2020" (or such other designation as the County Comptroller may determine, in accordance with the powers delegated to the County Comptroller by this resolution) (the "Notes").

SECTION 2. The Notes shall be dated, shall mature, shall be in such denominations and shall bear interest at the rate or rates of interest per annum, as may be determined at the time of the sale of the Notes by the County Comptroller, in accordance with the provisions of the Local Finance Law of the State and Chapter II of Title 2 of the New York Code of Rules and Regulations.

SECTION 3. The County Legislature has ascertained and hereby states that:

(a) the real estate taxes for the 2021 fiscal year to be levied by the County is an amount equal to approximately \$90,000,000 and such amount has not been collected;

(b) no tax anticipation notes have heretofore been authorized to be issued in anticipation of the collection of such real estate taxes;

(c) the proceeds of the Notes will be used to meet the ordinary operating expenses and other various expenses of the County;

(d) no amount has been included in the annual budget of the County for such fiscal year to offset, in whole or in part, any anticipated deficiency in the collection during such fiscal year of real estate taxes to be received for such fiscal year;

(e) the date of maturity of the Notes shall not be extended beyond the close of the applicable period provided in Section 24.00 of the Local Finance Law for the maturity of the Notes; and

(f) all earnings from the proceeds of the Notes, if any, shall be applied for payment of interest on the Notes when due and payable or for payment of other governmental purposes of the County.

SECTION 4. Pursuant to the provisions of Sections 24.00, 30.00, 39.00, 50.00, 56.00, 57.10 and 60.00, inclusive, of the Local Finance Law, the power to sell, issue and deliver and to prescribe the terms, form and contents of the Notes is hereby delegated to the County Comptroller, as the chief fiscal officer of the County. The County Comptroller is hereby authorized to execute the Notes on behalf of the County and the County Clerk is hereby authorized to affix the seal of the County to the Notes and to attest such seal. The County Comptroller is hereby authorized to deliver the Notes to the purchaser thereof upon receipt in full of the purchase price thereof. Without in any way limiting the scope of the foregoing delegation of powers, the County Comptroller, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the County.

SECTION 5. The faith and credit of the County is hereby and shall be irrevocably pledged for the payment of the principal of and interest on all obligations authorized and issued pursuant to this resolution as the same shall become due.

SECTION 6. The County Comptroller is hereby directed to file with the County Legislature a certificate or certificates reporting the date of the Notes, the date the Notes mature, the rate of interest of the Notes, the purchaser of the Notes and a statement to the effect that the powers of the County Comptroller to sell, issue and deliver the Notes are in full force and effect and have not been modified, amended or revoked prior to the delivery of and payment for the Notes.

SECTION 7. The County Comptroller is further authorized, as applicable, to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the notes authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the notes authorized by this resolution as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code in the event that the County determines that the interest on such notes should be excludable from gross income for federal income tax purposes and issued as "qualified tax-exempt bonds".

SECTION 8. The County Comptroller is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the Notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 9. The issuance by the County of the Notes to meet the ordinary operating expenses and other various expenses of the County is a Type II action under the State Environmental Quality Review Act ("SEQRA") and, therefore, no further action by the County is required under SEQRA.

SECTION 10. This resolution shall take effect immediately.

CLERK'S CERTIFICATE

I, Necole Chambers, Clerk of the County Legislature of the County of Albany, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the County Legislature duly called and held on November __, 2020, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said County Legislature and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said County of Albany this ____ day of November, 2020.

Clerk of the County Legislature

RESOLUTION NO. 430

A TAX ANTICIPATION NOTE RESOLUTION OF THE COUNTY OF ALBANY, NEW YORK (THE “COUNTY”) DATED NOVEMBER 9, 2020, A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$40,000,000 AGGREGATE PRINCIPAL AMOUNT OF TAX ANTICIPATION NOTES, PURSUANT TO THE LOCAL FINANCE LAW, IN ANTICIPATION OF THE COLLECTION OF REAL ESTATE TAXES TO BE LEVIED IN AND FOR THE COUNTY IN ITS 2021 FISCAL YEAR

Introduced: 11/9/20

By: Audit and Finance Committee:

WHEREAS, The County of Albany (the “County”), located in the State of New York (the “State”), desires to issue tax anticipation notes in anticipation of the collection of real estate taxes to be levied in and for the County in its 2021 fiscal year; and

WHEREAS, The real estate taxes for such fiscal year are to be levied and such taxes for such fiscal year are uncollected; and

WHEREAS, No tax anticipation notes have heretofore been authorized to be issued in anticipation of the collection of real estate taxes in the County in its 2021 fiscal year;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY LEGISLATURE OF THE COUNTY OF ALBANY, AS FOLLOWS:

SECTION 1. There are hereby authorized to be issued tax anticipation notes of the County of Albany in the aggregate principal amount of up to \$40,000,000 pursuant to the Local Finance Law, in anticipation of the collection of real estate taxes to be levied in and for the County in its 2021 fiscal year. Such notes shall be designated “County of Albany Tax Anticipation Notes, 2020” (or such other designation as the County Comptroller may determine, in accordance with the powers delegated to the County Comptroller by this resolution) (the “Notes”).

SECTION 2. The Notes shall be dated, shall mature, shall be in such denominations and shall bear interest at the rate or rates of interest per annum, as may be determined at the time of the sale of the Notes by the County Comptroller, in accordance with the provisions of the Local Finance Law of the State and Chapter II of Title 2 of the New York Code of Rules and Regulations.

SECTION 3. The County Legislature has ascertained and hereby states that:

(a) the real estate taxes for the 2021 fiscal year to be levied by the County is an amount equal to approximately \$90,000,000 and such amount has not been collected;

(b) no tax anticipation notes have heretofore been authorized to be issued in anticipation of the collection of such real estate taxes;

(c) the proceeds of the Notes will be used to meet the ordinary operating expenses and other various expenses of the County;

(d) no amount has been included in the annual budget of the County for such fiscal year to offset, in whole or in part, any anticipated deficiency in the collection during such fiscal year of real estate taxes to be received for such fiscal year;

(e) the date of maturity of the Notes shall not be extended beyond the close of the applicable period provided in Section 24.00 of the Local Finance Law for the maturity of the Notes; and

(f) all earnings from the proceeds of the Notes, if any, shall be applied for payment of interest on the Notes when due and payable or for payment of other governmental purposes of the County.

SECTION 4. Pursuant to the provisions of Sections 24.00, 30.00, 39.00, 50.00, 56.00, 57.10 and 60.00, inclusive, of the Local Finance Law, the power to sell, issue and deliver and to prescribe the terms, form and contents of the Notes is hereby delegated to the County Comptroller, as the chief fiscal officer of the County. The County Comptroller is hereby authorized to execute the Notes on behalf of the County and the County Clerk is hereby authorized to affix the seal of the County to the Notes and to attest such seal. The County Comptroller is hereby authorized to deliver the Notes to the purchaser thereof upon receipt in full of the purchase price thereof. Without in any way limiting the scope of the foregoing delegation of powers, the County Comptroller, to the extent permitted by Section 58.00(f) of the Local Finance Law, is specifically authorized to accept bids submitted in electronic format for any bonds or notes of the County.

SECTION 5. The faith and credit of the County is hereby and shall be irrevocably pledged for the payment of the principal of and interest on all obligations authorized and issued pursuant to this resolution as the same shall become due.

SECTION 6. The County Comptroller is hereby directed to file with the County Legislature a certificate or certificates reporting the date of the Notes, the date the Notes mature, the rate of interest of the Notes, the purchaser of the Notes and a statement to the effect that the powers of the County Comptroller to sell, issue and deliver the Notes are in full force and effect and have not been modified, amended or revoked prior to the delivery of and payment for the Notes.

SECTION 7. The County Comptroller is further authorized, as applicable, to take such actions and execute such documents as may be necessary to ensure the continued status of the interest on the notes authorized by this resolution as excludable from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and to designate the notes authorized by this resolution as "qualified tax-exempt bonds" in accordance with Section 265(b)(3)(B)(i) of the Code in the event that the County determines that the interest on such notes should be excludable from gross income for federal income tax purposes and issued as "qualified tax-exempt bonds".

SECTION 8. The County Comptroller is further authorized to enter into a continuing disclosure agreement with the initial purchaser of the Notes authorized by this resolution, containing provisions which are satisfactory to such purchaser in compliance with the provisions of Rule 15c2-12, promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934.

SECTION 9. The issuance by the County of the Notes to meet the ordinary operating expenses and other various expenses of the County is a Type II action under the State Environmental Quality Review Act ("SEQRA") and, therefore, no further action by the County is required under SEQRA.

SECTION 10. This resolution shall take effect immediately.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
WATER PURIFICATION DISTRICT
1 CANAL ROAD, SOUTH
ALBANY, NEW YORK 12204

REMITTANCE: 112 STATE ST., BASEMENT, ALBANY, NY 12207
PHONE: (518) 447-1611 FAX: (518) 433-0369
www.albanycounty.com

COMMISSION

JOHN R. ADAIR, JR.
CHAIRMAN

JOHN W. BISHOP, JR.
NICHOLAS W. FOGLIA
DENNIS RIGOSU
SEAN E. WARD

ANGELO GAUDIO, P.E.
EXECUTIVE DIRECTOR

September 29, 2020

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

Re: Budget Transfer to Correct Negative Fund Lines

Dear Mr. Joyce

The Albany County Water Purification District (District) is requesting approval of a budget amendment for the transfer of \$12,523.40 to correct negative budget lines. The requested transfer is as follows:

Increase fund line G98130.4.4037 (Insurance): \$11,012.00

Increase fund line G98130.1.9951 (Health Insurance Buyout): \$1,000

Increase fund line G98130.1.3630 (Chief of Instrumentation): \$511.40

Decrease fund line G98130.1.3121 (Senior Laboratory Technician): - \$12,523.40

The requested transfer is not anticipated to negatively impact the District's 2020 budget.

If you have any questions or concerns you may reach me at (518) 447-1617.

Sincerely,

Angelo Gaudio, P.E.
Executive Director

cc: Dennis A. Feeney, Majority Leader
Rebekah Kennedy, Majority Counsel
Frank Mauriello, Minority Leader
Arnis Zilgme, Minority Counsel

		APPROPRIATIONS									
		ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE	UNIT COST	DEPARTMENT NAME				
G9	8130	1	3121 Senior Laboratory Technician		\$ 12,523.40	\$ 48,151.00	Water Purification				
G9	8130	1	3630 Chief Of Instrumentation	\$ 511.40		\$ 1.00	Water Purification				
G9	8130	1	9951 Health Insurance Buyout	\$ 1,000.00		\$ 5,500.00	Water Purification				
G9	8130	4	4037 Insurance	\$ 11,012.00		\$ 85,000.00	Water Purification				
			TOTAL APPROPRIATIONS	\$ 12,523.40	\$ 12,523.40						
			ESTIMATED REVENUES								
		ACCOUNT NO.	RESOLUTION DESCRIPTION	INCREASE	DECREASE		DEPARTMENT NAME				
			TOTAL ESTIMATED REVENUES								
			GRAND TOTALS	\$ 12,523.40	\$ 12,523.40						



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1959, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget amendment for the transfer of \$12,523.40 to correct negative fund lines

Date: 9/29/2020
Submitted By: Angelo Gaudio
Department: Water Purification District
Title: Executive Director
Phone: 518-598-9588
Department Rep: Angelo Gaudio
Attending Meeting: Angelo Gaudio

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☒ Contractual
- ☐ Equipment
- ☐ Fringe
- ☒ Personnel
- ☐ Personnel Non-Individual

CONCERNING CONTRACT AUTHORIZATIONS

Contract Terms/Conditions:

Date of Adoption: 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: Increase \$ 11,012.00/G98130.44037

Increase \$ 1,000.00/G98130.19951

Increase \$ 511.40/G98130.1.3630

Decrease \$ 12,523.40/G98130.13121

Appropriation Amount: (See above)

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) 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)

Budget transfer of \$12,523.40 is needed to correct the following negative budget lines:

G98130.44037: \$11,012.00 (Insurance)

G98130.19951: \$ 1,000.00 (Health Insurance buyout)

G98130.1.3630 \$ 511.40 (Chief of Instrumentation)

Funds will be taken from fund line G98130.13121 Senior Laboratory Technician which is vacant and will not be filled this year.

RESOLUTION NO. 431

**AMENDING THE 2020 WATER PURIFICATION DISTRICT BUDGET:
NEGATIVE LINES**

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The Albany County Executive Director of the Water Purification District has requested to amend the 2020 Water Purification District budget to correct negative budget lines, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2020 Water Purification District Budget is hereby amended as follows:

Decrease Appropriation Account G8130.1 by \$12,524 by decreasing Line Item G8130 1 3121 Senior Laboratory Technician by \$12,524

Increase Appropriation Account G8130.1 by \$1,512 by increasing the following line items:

Increase Line Item G8130 1 3630 Chief of Instrumentation by \$512

Increase Line Item G8130 1 9951 Health Insurance Buyout by \$1,000

Increase Appropriation Account G8130.4 by \$11,012 by increasing Line Item G8130 4 4037 Insurance by \$11,012

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.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Daniel C. Lynch, Esq.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Susan H. Daley
Deputy Director

September 30, 2020

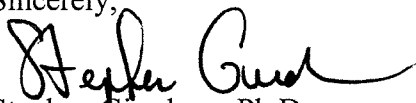
Honorable Andrew Joyce, Chairman
 Albany County Legislature
 112 State St., Rm. 710
 Albany, NY 12207

Dear Chairman Joyce,

The Department of Mental Health requests permission to transfer funds from a vacant Staff Social Worker line into our overtime account. The overtime account is currently at budget, we anticipate that the upcoming holidays will deplete the overtime budget as it is currently configured. We are requesting a transfer of \$9,000 in order to ensure adequate funds will be available for the remainder of 2020. The reason for the increase in overtime this year is Staff Worker vacancies in our 24/7 Mobile Crisis Team.

Feel free to contact Sarah Cantwell or me if you have any questions concerning this request.

Sincerely,


 Stephen Giordano, Ph.D.
 Director

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



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1955, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Overtime Budget Amendment Request

Date: September 30, 2020
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations Analyst
Phone: 518-447-3014
Department Rep.
Attending Meeting: Dr. Stephen Giordano, Ph.D.

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☒ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.:

Overtime A94310.019900

Source of Funds:

Staff Social Worker A94310.12205

Title Change:

Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed)

Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

Click or tap here to enter text.

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee:

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: Staff Social Worker A94310.12205
Appropriation Amount: \$9,000

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 11/1/2020-12/31/2020
Length of Contract: 2 months

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 Department of Mental Health requests permission to transfer funds from a vacant Staff Social Worker line into our overtime account. The overtime account is currently at budget, we anticipate that the upcoming holidays will deplete the overtime budget as it is currently configured. We are requesting a transfer of \$9,000 in order to ensure adequate funds will be available for the remainder of 2020. The reason for the increase in overtime this year is Staff Worker vacancies in our 24/7 Mobile Crisis Team.

RESOLUTION NO. 432

**AMENDING THE 2020 DEPARTMENT OF MENTAL HEALTH BUDGET:
OVERTIME**

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The Director of the Albany County Department of Mental Health has requested to amend the 2020 Department of Mental Health budget to account for an increase in overtime costs, now, therefore, be it

RESOLVED, By the Albany County Legislature that the 2020 Department of Mental Health Budget is hereby amended as follows:

Decrease Appropriation Account A4310.1 by \$9,000 by decreasing Line Item A4310 1 2205 013 Staff Social Worker by \$9,000

Increase Appropriation Account A4310.1 by \$9,000 by increasing Line Item A4310 1 9900 Overtime by \$9,000

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.



COUNTY OF ALBANY
DEPARTMENT OF MENTAL HEALTH
175 GREEN STREET
ALBANY, NEW YORK 12202
518-447-4537 FAX 518-447-4577
WWW.ALBANYCOUNTY.COM

Daniel P. McCoy
County Executive

Daniel C. Lynch, Esq.
Deputy County Executive

Stephen J. Giordano, Ph.D.
Director of Mental Health

Susan H. Daley
Deputy Director

September 30, 2020

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

Dear Chairman Joyce,

The Department of Mental Health requests permission to transfer funds from the Fees for Services account line into our Insurance account. The Insurance account is currently at budget, but we anticipate that the account will be over budget by year's end. We are requesting a transfer of \$12,500 in order to ensure adequate funds will be available for the remainder of 2020.

Feel free to contact Sarah Cantwell or me if you have any questions concerning this request.

Sincerely,


 Stephen Giordano, Ph.D.
 Director

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



Legislation Text

File #: TMP-1956, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Budget Amendment Request to Transfer Funds from account Fees for Services to the Insurance account.

Date: September 30, 2020
Submitted By: Mark Gleason
Department: Mental Health
Title: Operations Analyst
Phone: 518-447-3014
Department Rep.
Attending Meeting: Dr. Stephen Giordano, Ph.D.

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☒ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel

- ☐ Personnel Non-Individual
☐ Revenue

Increase Account/Line No.: Insurance A94310.44037
Source of Funds: Fees for Service A94310.44046
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

Amount/Raise Schedule/Fee: 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: Fees for Service A94310.44046

Appropriation Amount: \$12,500

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 11/1/2020-12/31/2020

Length of Contract: 2 months

Impact on Pending Litigation

Yes ☐ No ☒

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Department of Mental Health requests permission to transfer funds from the Fees for Services account line into our Insurance account. The Insurance account is currently at budget, but we anticipate that the account will be over budget by year's end. We are requesting a transfer of \$12,500 in order to ensure adequate funds will be available for the remainder of 2020.

[illegible]

RESOLUTION NO. 433

**AMENDING THE 2020 DEPARTMENT OF MENTAL HEALTH BUDGET:
FEES FOR SERVICES**

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The Director of the Albany County Department of Mental Health has requested to amend the 2020 Department of Mental Health budget to transfer funds from the Fees for Services line into the Insurance line, now, therefore, be it

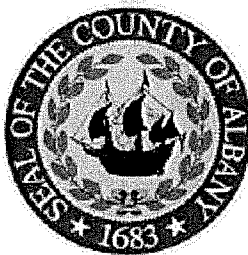
RESOLVED, By the Albany County Legislature that the 2020 Department of Mental Health Budget is hereby amended as follows:

Decrease Appropriation Account A4310.4 by \$12,500 by decreasing Line Item A4310 4 4046 Fees for Services by \$12,500

Increase Appropriation Account A4310.4 by \$12,500 by increasing Line Item A4310 4 4037 Insurance by \$12,500

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.



Daniel P. McCoy
County Executive

Maggie A. Alix
Director

COUNTY OF ALBANY
REAL PROPERTY TAX SERVICE AGENCY
112 State Street, Room 1340
ALBANY, NEW YORK 12207
OFFICE: (518) 487-5291
FAX: (518) 447-2503
www.albanycounty.com

September 30, 2020

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

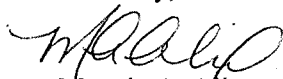
Re: Authorization to cancel and charge back unenforceable delinquent tax on 99 Cedarview Lane, Town of Colonie.

Dear Chairman Joyce,

The three-year time limit to use the ordinary correction of errors process has expired, therefore, enclosed for your review is a resolution. In reviewing the 2015 List of Delinquent Taxes, it became apparent that a sewer fee was imposed on a property in error. Parcel number 32.3-1-7.1, in the Town of Colonie, does not have a land or total assessed value, it is simply the common ground of a condominium complex.

The Finance Department filed the required Certificate of Withdrawal. Given the information provided, I recommend cancelling and charging back the unenforceable delinquent tax lien

Sincerely,


Maggie A. Alix

CC: Dennis Feeny, Majority Leader
Frank Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Minority Counsel

00/00/20

RESOLUTION NO. _____**AUTHORIZING THE CANCELLATION AND CHARGE BACK OF AN UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIEN ON 99 CEDARVIEW LANE, TOWN OF COLONIE**

Introduced: 00/00/20

By Audit and Finance Committee:

WHEREAS, the Director of the County Real Property Tax Services Agency has advised the Commissioner of the County Department of Management and Budget as Enforcing Officer of the Albany County Tax District ("Tax District Enforcing Officer") that the three year time limit for use of the ordinary "correction of errors" process provided by Real Property Tax Law, §554 to cancel and charge back the amount credited or guaranteed by the Tax District in connection with the following unenforceable delinquent pursuant to RPTL, §1138 which was returned to the Tax District for enforcement,

<u>Town of Colonie</u>				
<u>Parcel Location</u>	<u>Tax Map No.</u>	<u>Tax Lien Year(s)</u>	<u>Charge Back Amount</u>	<u>Reason</u>
99 Cedarview Ln.	32.3-1-7.1	2015 Property	\$29.44	This parcel appearing on the List of Delinquent Taxes, which is located on the common grounds of a condominium complex, had no land value and assessed value listed. It appears that due to a clerical error a sewer charge was imposed on the property.

, and

WHEREAS, pursuant to Real Property Tax Law, §1138 the County Legislature in its capacity as the governing body of the Tax District is authorized to without time limit cancel and charge back all amounts credited or guaranteed by the Tax District to any municipal corporation in connection with delinquent real property tax liens returned to the

Tax District for enforcement as to which there is no practical method to enforce the collection of said delinquent tax liens and that a supplementary proceeding to enforce collection of the taxes involved would not be effective, and

WHEREAS, the Tax District Enforcing Officer has as required by RPTL, §1138 (subds. 1 (a) and 2) duly issued and filed with the Albany County Clerk and the Clerk of the Albany County Legislature as the governing body of the Tax District a Certificate of Withdrawal of the above said parcel from the "In Rem" delinquent real property tax lien foreclosure proceeding brought by the Tax District to enforce the said delinquent real property tax lien against it, and

WHEREAS, the County Legislature has based upon the information in this regard provided to it by the Tax District Enforcing Officer determined pursuant to RPTL, §1138 (subd. 6 (a)) that under the circumstances presented there no practical method to enforce the collection of the above said delinquent tax lien and that a supplementary proceeding to enforce collection of the tax involved would not be effective , it is therefore hereby

RESOLVED, that pursuant to RPTL, §1138 (subd.6(a)) the above said delinquent real property tax lien is hereby cancelled and the Tax District Enforcing Officer is hereby directed to issue and within 10 days thereafter file with the Albany County Clerk a Certificate of Cancellation of the above said delinquent real property tax lien, and, be it further

RESOLVED, that the Tax District Enforcing Officer is pursuant to RPTL, §1138 (subd.6(c)) hereby authorized and directed to following the filing of said Certificate of Cancellation charge back all amounts credited or guaranteed by the Tax District to any municipal corporation in connection with the above said cancelled delinquent real property tax lien.

CERTIFICATE OF WITHDRAWAL

(Real Property Tax Law, §1138 (subds.1, 2 and 3))

INDEX NO. 05419-16

TO THE ALBANY COUNTY CLERK:

PLEASE TAKE NOTICE that the following parcel of real property included on the List of Delinquent Taxes for the "In Rem" delinquent tax lien foreclosure proceeding filed by the County of Albany, New York, Tax District in your Office under the above Index No. on December 14, 2016 covering the Town of Colonie in Albany County:

PARCEL No. 05419-16-000204
 OWNER(S) Shaker Commons Realty Corp
 ADDRESS 99 Cedarview Lane
Town of Colonie
 TAX MAP No. 03200300010070010000

RECEIVED
 2016 SEP 15 AM 8:30
 ALBANY COUNTY CLERK

is hereby **WITHDRAWN** from said foreclosure proceeding by me for one or more of the following reasons (check all that apply):

☒ There is reason to believe that there may be a legal impediment to the enforcement of the tax lien(s) affecting said parcel.

☐ The tax lien(s) on said parcel has/have been canceled or is/are subject to cancellation pursuant to section 558 of the Real Property Tax Law.

☐ The enforcement of the tax lien(s) on said parcel has/have been stayed by the filing of a petition pursuant to the Bankruptcy Code of 1978 (Title 11 of the United States Code).

☐ If the Tax District were to acquire said parcel, there is a significant risk that it might be exposed to a liability substantially in excess of the amount that could be recovered by enforcing said tax lien(s).

_____ The owner of said parcel has entered into an agreement to pay said tax lien(s) in installments pursuant to section 1184 of the Real Property Tax Law and has not defaulted thereon.

_____ Said parcel was included in the Petition for Foreclosure in said proceeding, but it has since been demonstrated to my satisfaction as Enforcing Officer that said parcel is residential or farm property, and as such, said parcel is not yet subject to inclusion in such a Petition.

The facts which render said parcel eligible for withdrawal from said proceeding are as follows: Legal Impediment - Erroneous Tax

PLEASE TAKE FURTHER NOTICE that pursuant to Real Property Tax Law, §1138 (sub. 2 (b) you are therefore required and directed to upon the filing of this Certificate of Withdrawal in your Office enter on said List of Delinquent Taxes the word "withdrawn" and the date of such filing opposite the description of said parcel.

PLEASE TAKE FURTHER NOTICE that pursuant to Real Property Tax Law, §1138 (subd. 3) the filing of this Certificate of Withdrawal has no effect upon the delinquent real property tax lien(s) against said parcel, or upon the notice of pendency of said proceeding as to said parcel, unless such lien(s) are canceled and, if said lien(s) are not canceled, said proceeding may be reinstated against said parcel.

DATED: September 11, 2020

TAX ENFORCING OFFICER
COUNTY OF ALBANY, NEW YORK, TAX DISTRICT


SHAWN A. THELEN, Albany County
Commissioner of Management and Budget

Town of Colonie
General Tax Bill - 2015
Duplicate Tax Bill

Tax Map No. 012689 32.3-1-7.1 Location Cedarview Ln Dimensions 0.00 by 0.00 10.90 Acres		School Dist 012605 North Colonie Prop Class 312 RES Vacant Land Addl Desc Common Condo Land	
Owner Shaker Commons Realty Corp 343A Watervliet Shaker Rd Latham, NY 12110		Bill No. 008465 Roll Section Account No. Mortgage NO. Bank Code Assessed Value 0	
Levy Description	Tax Value	Tax Rate	Tax Amount
Albany County Tax	0	5.620954	0.00
Alb Co Elect Chrgbk	0	0.017422	0.00
Town of Colonie Tax	0	3.592482	0.00
Boght community f.d.	OTO	2.514692	0.00
Sewer a land payment	2.00UN	12.620000	25.24
Sewer d debt payment	42.00UN	0.100000	4.20
Latham water dist	OTO	0.282138	0.00
Payment Schedule		Tax Amount Due: \$29.44	
Due Date	01/31/2015	02/28/2015	03/31/2015
Penalty	0.00	0.29	0.59
Total Due	\$29.44	\$29.73	\$30.03

File Edit View Toolbar Window Help



32.3-1-7.1

012689 Colonie

Active

R/S:1

School: North Colonie

Shaker Commons Realty Corp

Roll Year: 2014 Prior Year

Vac w/imprv /Condo

Land AV:

99 Cedarview Ln

Land Size: 10.90 acres

Total AV:

Parcel 32.3-1-7.1

- Notes
- Assessment
 - Spec Dist(s)
 - Notes
- Description
- Owner(s)
- Images
- Gis
- Site (1) Res
 - Land(s)
 - Imprvmt(s)
 - Valuation

Prop Class:	512 Vac w/imprv	Desc 1:	Common Condo Land
Ownership Code:	C Condo	Desc 2:	
Roll Section:	1 Taxable	Desc 3:	
Roll Subsection:		Desc Print Code:	P = Print on Roll & Bill
School Code:	012605 North Colonie	Land Com Code:	
Cons. School:		Land Com Year:	
Easement Code:		Ag District:	☐ Ag Dist No:
Allocation Factor:	.0000	Arrears:	☐ SSI Recipient:
Appraisal No:		Date Last Phy Insp:	00/00/0000
Tax Code:			

Run RPS440 Edits: ☒ Major Type: C

Total 1 Roll Years:

Roll Yr	Prop Class	Roll Section	Owner Code	Tax Code
2014	Vac w/imprv	Taxable	Condo	

<			>
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Ready

RESOLUTION NO. 434

AUTHORIZING THE CANCELLATION OF UNENFORCEABLE DELINQUENT REAL PROPERTY TAX LIENS ON 99 CEDARVIEW LANE IN THE TOWN OF COLONIE AND CHARGE BACK OF THE AMOUNTS CREDITED IN CONNECTION WITH THEM

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The Director of the Albany County Real Property Tax Services Agency has advised the Commissioner of the County Department of Management and Budget as Enforcing Officer of the Albany County Tax District ("Tax District Enforcing Officer") that the three year time limit for use of the ordinary "correction of errors" process provided by Real Property Tax Law §554 to cancel and charge back the amount credited or guaranteed by the Tax District in connection with the following unenforceable delinquent pursuant to RPTL §1138 which was returned to the Tax District for enforcement,

Town of Colonie				
Parcel Location	Tax Map No.	Tax Lien Year(s)	Charge Back Amount	Reason
99 Cedarview Ln.	32.3-1-7.1	2015 Property	\$29.44	This parcel appearing on the List of Delinquent Taxes, which is located on the common grounds of a condominium complex, had no land value and assessed value listed. It appears that due to a clerical error a sewer charge was imposed on the property.

and

WHEREAS, Pursuant to Real Property Tax Law §1138 the County Legislature in its capacity as the governing body of the Tax District is authorized to without time limit cancel and charge back all amounts credited

or guaranteed by the Tax District to any municipal corporation in connection with delinquent real property tax liens returned to the Tax District for enforcement as to which there is no practical method to enforce the collection of said delinquent tax liens and that a supplementary proceeding to enforce collection of the taxes involved would not be effective, and

WHEREAS, The Tax District Enforcing Officer has as required by RPTL §1138 (subds. 1 (a) and 2) duly issued and filed with the Albany County Clerk and the Clerk of the Albany County Legislature as the governing body of the Tax District a Certificate of Withdrawal of the above said parcel from the "In Rem" delinquent real property tax lien foreclosure proceeding brought by the Tax District to enforce the said delinquent real property tax lien against it, and

WHEREAS, The County Legislature has, based upon the information in this regard provided to it by the Tax District Enforcing Officer, determined pursuant to RPTL §1138 (subd. 6 (a)) that under the circumstances presented there no practical method to enforce the collection of the above said delinquent tax lien and that a supplementary proceeding to enforce collection of the tax involved would not be effective, it is therefore hereby

RESOLVED, That pursuant to RPTL §1138 (subd.6(a)) the above said delinquent real property tax lien is hereby cancelled and the Tax District Enforcing Officer is hereby directed to issue and within 10 days thereafter file with the Albany County Clerk a Certificate of Cancellation of the above said delinquent real property tax lien, and, be it further

RESOLVED, That the Tax District Enforcing Officer is pursuant to RPTL §1138 (subd.6(c)) hereby authorized and directed to, following the filing of said Certificate of Cancellation, charge back all amounts credited or guaranteed by the Tax District to any municipal corporation in connection with the above said cancelled delinquent real property tax lien, 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.

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 28, 2020

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

Dear Chairman Joyce:

Legislative approval is requested to rescind the authorization to transfer tax foreclosed property located in the Town of Colonie, 19 Canal Street to the Albany County Land Bank Corporation and convey this property to an abutting property owner.

The Albany County Land Bank Corporation has indicated that they are not opposed to a direct transfer of this property by the County of Albany.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

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

Sincerely Yours,

Shawn A. Thelen

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



Legislation Text

File #: TMP-1947, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to rescind the authorization to convey tax foreclosed property to the Albany County Land Bank Corporation and convey property to an abutting property owner

Requesting Legislative Authority to rescind the authorization to convey tax foreclosed property located in the Town of Colonie, 19 Canal Street (Tax Map No. 32.8-4-1) to the Albany County Land Bank Corporation and convey this property to abutting property owner Mr. Nicholas Tommasini.

Date:	September 28, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/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
- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
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 272
Date of Adoption: August 10, 2020

Justification: (state briefly why legislative action is requested)

Requesting Legislative Authority to rescind the authorization to convey tax foreclosed property located in the Town of Colonie, 19 Canal Street (Tax Map No. 32.8-4-1) to the Albany County Land Bank Corporation per ABL Res No.69 of 2020 and convey this property to abutting property owner, Mr. Nicholas Tommasini, 2 Hilltop Drive, Cohoes, NY 12047 for \$400.00.

19 Canal Street is bordered by the lands of Niagara Mohawk and NYS Route 787 which makes this property of no economic value for the County of Albany.

As per the attached Purchaser Review, Mr. Tommasini has no outstanding code violations and does not owe any delinquent taxes on his properties.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels ".

The following will be part of the sale of this property and is requested to be stated in the resolution of sale:

Mr. Nicholas Tommasini shall be subject to:

At the closing: All closings costs. A prorated share of the 2020-21 Albany School Taxes

After the closing: All taxes, water, sewer and other charges billed on and after January 1, 2021 shall be the responsibility of Nicholas Tommasini.

Nicholas Tommasini
2 Hilltop Drive
Cohoes NY 12047
Ntom1271@gmail.com
518-268-8366

February 28, 2020

Daniel P. McCoy
Albany County Executive
Office of The County Executive
112 State Street, Room 1200
Albany, NY 12207

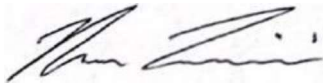
Dear Mr. McCoy,

I am writing this letter to show interest in purchasing a recent tax foreclosed property located at 19 Canal Street Tax ID 32.8-4-1 found within the Town of Colonie. The vacant parcel is the last lot located on Canal Street and is adjacent to my recently purchased property located at 17 Canal Street.

Based on existing conditions and its current tax assessment of \$400.00, I would be willing to purchase the parcel for the full amount of \$400.00 if this letter of intent meets the needs of Albany County.

This letter is not an official offer, but I hope your consideration will result in a formal purchase agreement that will further define any additional details to acquire this parcel. My contact information is listed above for all future correspondence. I look forward to favorable response.

Best Regards,

A handwritten signature in black ink, appearing to read 'Nicholas Tommasini', written over a light blue horizontal line.

Nicholas Tommasini

STATE OF NEW YORK





DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality - Colonie

Address of Property -19 Canal Street

Tax Map Number-32.8-4-1

Property Description-Residential Vacant Land

BIDDER NAME AND PROPERTIES OWNED BY BIDDER

Purchaser-Nicholas Tommasini

Town of Colonie-13 Canal Street and 17 Canal Street

City of Cohoes-2 Hilltop Drive

—

CODE ENFORCEMENT INFORMATION

No outstanding violations-Verified with Town of Colonie Code Enforcement officer 9/16/2020

No outstanding violations-Verified with City of Cohoes Code Enforcement officer 9/16/2020

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 9/15/2020

COUNTY FORECLOSURE INFORMATION

Not Applicable as properties were never delinquent

Signed-----

ANTHONY DILELLA

Property Manager

DATE—September 16, 2020

07/09/2020 11:05 |TEST DATABASE Jul 16 2019 |P
1
cmurray |Real Estate Tax Statement
|txtaxstm

PARCEL: 03200800040010000000

LOCATION: 19 CANAL ST

OWNER:
APROIAN SUZANNE
2,178
VALOZE FAMILY TRUST
400
11 CANAL ST
0
WATERVLIET NY 12189
0

STATUS:
SQUARE FEET:
LAND VALUATION:
BUILDING VALUATION:
EXEMPTIONS:

400
37.98
LEGAL DESCRIPTION:
TAXABLE VALUATION:
INTEREST PER DIEM

DEED DATE: BOOK/PAGE: INTEREST DATE:
07/31/2020

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE
INST	CHARGE				
TOTAL DUE					

2020	RE-5	1234			
1	COLONIE TO		17.58	17.58	1.05
18.63					

			17.58	17.58	1.05
18.63					
2019	RE-5	1050			
1	COLONIE TO		17.17	17.17	3.09
20.26					

			17.17	17.17	3.09
20.26					
2018	RE-5	1197			

1 COLONIE TO	16.84	16.84	5.05
21.89			
MAILING CH	1.00	1.00	.00
1.00			

	17.84	17.84	5.05
22.89			

	17.84	17.84	5.05
22.89			
2017 LIEN	489		
1 COLONIE TL	17.73	17.73	7.45
25.18			

	17.73	17.73	7.45
25.18			
2016 LIEN	222		
1 COLONIE TL	16.63	16.63	8.98
25.61			

	16.63	16.63	8.98
25.61			
2014 LIEN	291		
1 COLONIE TL	16.12	16.12	12.57
28.69			
TITLE SEAR	290.00	290.00	.00
290.00			

	306.12	306.12	12.57
318.69			

07/09/2020 11:05	TEST DATABASE Jul 16 2019	P
2		
cmurray	Real Estate Tax Statement	
txtaxstm		

YEAR TYPE	BILL			
INST CHARGE		BILLED	PRIN DUE	INT DUE
TOTAL DUE				

GRAND TOTALS		393.07	393.07	38.19
431.26				

PARTIAL PAYMENTS ARE NOT ACCEPTED WITHOUT AN INSTALLMENT AGREEMENT
IF ANY PARCEL REMAINS SUBJECT TO ONE OR MORE DELINQUENT TAX LIENS,
THE PAYMENT YOU HAVE MADE WILL NOT POSTPONE THE ENFORCEMENT OF THE
OUTSTANDING LIEN OR LIENS. CONTINUED FAILURE TO PAY THE ENTIRE
AMOUNT OWED WILL RESULT IN THE LOSS OF THE PROPERTY(IES).
PAYMENT MADE TO:

ALBANY COUNTY DIVISION OF FINANCE
112 STATE ST. ROOM 1340
ALBANY, NY 12207
TEL: 447-7082

\$35.00 WILL BE CHARGED FOR ANY RETURNED CHECK
INTEREST WILL INCREASE ON THE 1ST OF THE MONTH



September 24, 2020

Board of Directors

Charles Touhey, Chair
Touhey Associates

David Traynham, Vice Chair
Founder, ALERT Partnership Inc

Natisha M. Alexander, Treasurer
Resident

Samuel Wells, Secretary
Resident

Jeffery Collett
Business Owner

Todd Curley
The Prime Companies

Chris Spencer
City of Albany

Executive Director

Adam Zaranko

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

Re: 19 Canal Street, Colonie NY 12189 (Tax Map No. 32.8-

4-1) Mr. McLaughlin,

Albany County has authorized the transfer of the subject property to the Albany County Land Bank ("Land Bank").

It is our understanding that Albany County has received a request for a direct acquisition from an adjacent property owner.

The Albany County Land Bank does not object to a direct disposition of the subject property by Albany County.

Sincerely,

A handwritten signature in dark ink, appearing to read "Adam Zaranko".

Adam Zaranko
Executive Director

RESOLUTION NO. 435

RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 69 FOR 2020 AND AUTHORIZING THE CONVEYANCE OF 19 CANAL STREET (TAX MAP NO. 32.8-4-1) IN THE TOWN OF COLONIE

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 69 for 2020, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation, including 19 Canal Street (Tax Map No. 32.8-4-1) in the Town of Colonie, and

WHEREAS, Nicholas Tommasini, an abutting property owner, has indicated an interest in acquiring this parcel for \$400, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to abutting property owners, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 69 for 2020 is hereby amended by rescinding the authorization to convey 19 Canal Street (Tax Map No. 32.8-4-1) in the Town of Colonie, and, be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 19 Canal Street (Tax Map No. 32.8-4-1) in the Town of Colonie to Nicholas Tommasini, 2 Hilltop Drive, Cohoes, NY 12047 for the amount of \$400, and, be it further

RESOLVED, That Nicholas Tommasini shall be responsible for all closing costs and a pro-rated portion of the 2020-2021 Albany School taxes, all prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing, as well as any and all water, sewer, municipal charges, and real estate taxes billed on and after January 1, 2021, 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.

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 28, 2019

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

Dear Chairman Joyce:

I am requesting Legislative approval to rescind the authorization to convey a tax foreclosed property 461 First Street in the City of Albany to the Albany County Land Bank Corporation and convey this property to Not for Profit, Eden's Rose Foundation. This conveyance is in accordance with Resolution No.29 of 2019 which states "Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose".

The Albany County Land Bank Corporation has indicated that they are not opposed to a direct transfer of this property by the County of Albany.

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

Sincerely Yours,

Shawn A. Thelen

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

Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1970, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Legislative Action is requested to rescind the authorization to convey tax foreclosed property to the Albany County Land Bank Corporation and convey a tax foreclosed property to a Not for Profit entity.

Legislative Action is requested to rescind the authorization to convey tax foreclosed property located in the City of Albany, 461 First Street (Tax Map No. 65.47-3-29) to the Albany County Land Bank Corporation and convey this property to the Not for Profit, Eden's Rose Foundation.

Date:	October 1, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7070
Department Rep.	Anthony Di Lella
Attending Meeting:	David Reilly/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
- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

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

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

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

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

CONCERNING ALL REQUESTS

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

Is there a Fiscal Impact: Yes ☐ No ☐

Anticipated in Current Budget: Yes ☐ No ☐

County Budget Accounts:

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

Revenue Amount: Click or tap here to enter text.

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

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: Click or tap here to enter text.

Local: Click or tap here to enter text.

Term

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

Length of Contract: Click or tap here to enter text.

Impact on Pending Litigation

Yes ☐ No ☐

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.

Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

Legislative Action is requested to rescind the authorization to convey tax foreclosed property located in the City of Albany, 461 First Street (Tax Map No. 65.47-3-29) to the Albany County Land Bank Corporation per resolution number 399 of 2019 and convey this property to the Not for Profit, Eden's Rose Foundation.

Eden's Rose Foundation plans to rehabilitate and use this property to work with the existing community food system project and garden spaces maintained by the neighborhood residents.

Per the Purchaser Review conducted for the sale this property, Eden's Rose Foundation does not owe any delinquent taxes on their properties, there does exist one property in their ownership with open code violations as indicated on the review. However, the property at which this open code case exists also has an open permit for the correction of that violation.

This conveyance is in accordance with Resolution No. 29 of 2019 which states "Properties which will be conveyed by the County to not-for-profit/non-profit entities for use for a public purpose. "

The following will be part of the sale of this property and is requested to be stated in the resolution of sale:

Eden's Rose Foundation shall be subject to:

At the closing: All closings costs. A prorated share of the 2020-21 Albany School Taxes

After the closing: All taxes, water, sewer and other charges billed on and after January 1, 2021 shall be the responsibility of Eden's Rose Foundation.



465 Central Ave
Albany, NY 12206
(518) 227-1568
EdensRoseFoundation@gmail.com

September 4, 2020

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

Mr. McLaughlin,

It was great speaking with you the other day in reference to 461 First Street, Albany NY 12206. Thank you for continuing to make yourself available for discussing the needs of our community. Our organization would like to procure this vacant and decaying building from the County so that we may put it to good use for the service of the community.

The neighborhood residents and the community farmers in our project have been very vocal with me, and our organization is working diligently, committing resources to address their concerns and aspirations for the West Hill neighborhood. As you can probably tell from our most recent discussion, they are very "enthusiastic" about seeing progress. I believe by working together we can make this possible.

461 First St, which faces the entrance of our community food system project and the actual garden spaces maintained by neighborhood residents, has been vacant for years. It is an eyesore and stands in opposition to the hard-earned community health equity being developed by neighbors at our project site. This is a unique opportunity to recuperate a building through a project that is driven and directed by community members.

This would help create on-site restrooms for gardeners as well as indoor space for capacity development events. There is an urgent need to secure the safety of the community and local service projects by bringing these vacant buildings into good use. I eagerly await your response.

Gregory Sheldon
Executive Director - Edens Rose Foundation

Gregory Sheldon
EdensRoseFoundation@gmail.com
518-227-1568

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through September 17, 2020.

Selected Entity Name: EDEN'S ROSE FOUNDATION

Selected Entity Status Information

Current Entity Name: EDEN'S ROSE FOUNDATION

DOS ID #: 3724951

Initial DOS Filing Date: SEPTEMBER 25, 2008

County: ALBANY

Jurisdiction: NEW YORK

Entity Type: DOMESTIC NOT-FOR-PROFIT CORPORATION

Current Entity Status: ACTIVE

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

EDEN'S ROSE FOUNDATION
568 DELAWARE AVE
ALBANY, NEW YORK, 12209

Registered Agent

NONE

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by [viewing the certificate](#).

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
-------------	---------------	--------------------

No Information Available

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
SEP 25, 2008	Actual	EDEN'S ROSE FOUNDATION

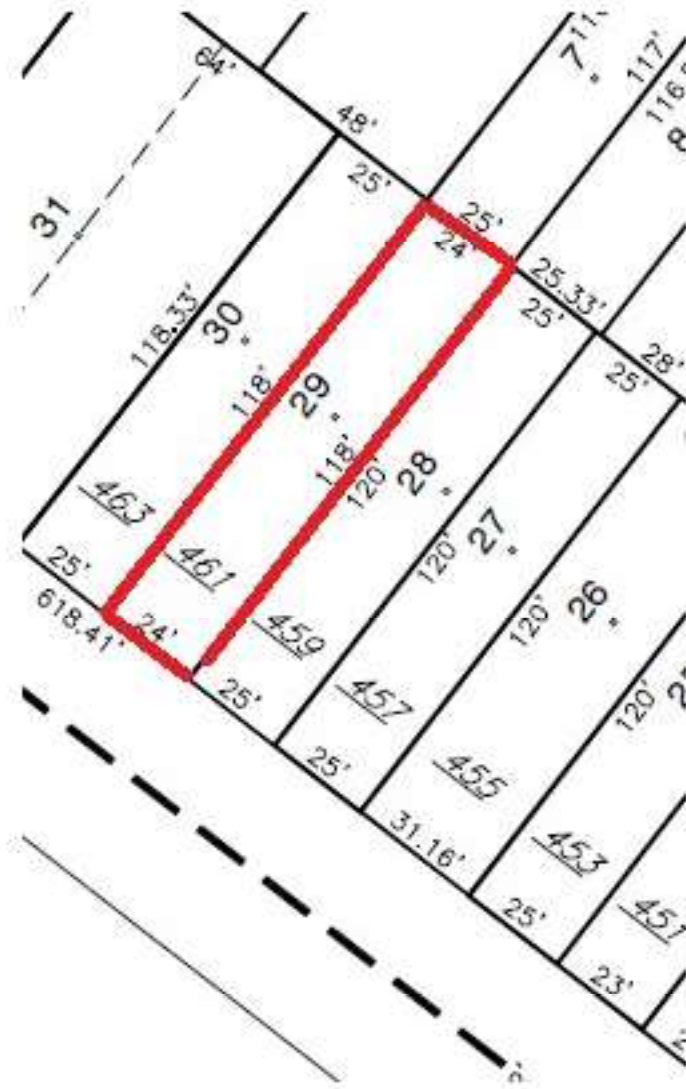
A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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09/22/2020 09:47
cmurray

TEST DATABASE Jul 16 2019
Real Estate Tax Statement

P 1
txtaxstm

PARCEL: 06504700030290000000

LOCATION: 461 FIRST ST

OWNER:

COPPIN TROY
126 N 8TH ST
PATERSON NJ 07522

STATUS:

SQUARE FEET: 0
LAND VALUATION: 12,000
BUILDING VALUATION: 0
EXEMPTIONS: 0

TAXABLE VALUATION: 12,000
INTEREST PER DIEM 4,068.77

LEGAL DESCRIPTION:

DEED DATE:

BOOK/PAGE:

INTEREST DATE: 09/22/2020

YEAR INST	TYPE CHARGE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
2019	RE-1	2363				
1	ALBANY PRO		173.20	173.20	39.84	213.04
	5 PERCENT		26.41	26.41	.00	26.41
	ALBANY WAT		138.61	138.61	31.88	170.49
	OTHER CHAR		216.30	216.30	49.75	266.05
			554.52	554.52	121.47	675.99
			554.52	554.52	121.47	675.99
2018	RE-E	4353				
1	ALBANY SCH		283.19	283.19	73.63	356.82
	5% PERCENT		14.16	14.16	.00	14.16
	MAILING CH		1.00	1.00	.00	1.00
			298.35	298.35	73.63	371.98
			298.35	298.35	73.63	371.98
2018	RE-1	6209				
1	ALBANY PRO		175.27	175.27	61.34	236.61
	5 PERCENT		27.77	27.77	.00	27.77
	ALBANY WAT		138.60	138.60	48.51	187.11
	OTHER CHAR		241.50	241.50	84.53	326.03
			583.14	583.14	194.38	777.52
			583.14	583.14	194.38	777.52
2017	RE-E	3494				
1	ALBANY SCH		278.07	278.07	105.67	383.74
	5% PERCENT		13.90	13.90	.00	13.90
	MAILING CH		1.00	1.00	.00	1.00

09/22/2020 09:47
cmurray

TEST DATABASE Jul 16 2019
Real Estate Tax Statement

P 2
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			292.97	292.97	105.67	398.64
			292.97	292.97	105.67	398.64
2017	RE-1	6181				
1	ALBANY PRO		174.20	174.20	81.87	256.07
	5 PERCENT		15.64	15.64	.00	15.64
	ALBANY WAT		138.56	138.56	65.12	203.68
	ALB-WCF		241.50	241.50	113.51	355.01
			569.90	569.90	260.50	830.40
			569.90	569.90	260.50	830.40
2016	RE-E	4546				
1	ALBANY SCH		268.41	268.41	134.21	402.62
	5% PERCENT		13.42	13.42	.00	13.42
	MAILING CH		1.00	1.00	.00	1.00
			282.83	282.83	134.21	417.04
			282.83	282.83	134.21	417.04
2016	RE-1	70495				
1	ALBANY PRO		361.02	361.02	213.00	574.02
	5 PERCENT		24.50	24.50	.00	24.50
	ALBANY WAT		128.95	128.95	76.08	205.03
	MAILING CH		1.00	1.00	.00	1.00
			515.47	515.47	289.08	804.55
			515.47	515.47	289.08	804.55
2015	RE-E	5906				
1	ALBANY SCH		556.08	556.08	344.77	900.85
	5% PERCENT		27.80	27.80	.00	27.80
			583.88	583.88	344.77	928.65
2015	RE-1	7035				
1	ALBANY PRO		361.43	361.43	256.62	618.05
	5 PERCENT		18.07	18.07	.00	18.07
	MAILING CH		1.00	1.00	.00	1.00
			380.50	380.50	256.62	637.12

09/22/2020 09:47
cmurray

TEST DATABASE Jul 16 2019
Real Estate Tax Statement

P 3
txtaxstm

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
			380.50	380.50	256.62	637.12
2014	RE-1	8110				
1	ALBANY PRO		346.87	346.87	287.90	634.77
	5 PERCENT		17.34	17.34	.00	17.34
	MAILING CH		1.00	1.00	.00	1.00
			365.21	365.21	287.90	653.11
			365.21	365.21	287.90	653.11
2014	LIEN	792				
1	ALB SCH LN		684.10	684.10	403.62	1,087.72
			684.10	684.10	403.62	1,087.72
2013	LIEN	948				
1	ALB SCH LN		720.82	720.82	374.83	1,095.65
			720.82	720.82	374.83	1,095.65
2013	LIEN	2448				
1	ALB LIENS		1,168.34	1,168.34	1,109.92	2,278.26
	MAIL CHARG		25.00	25.00	.00	25.00
	TITLE SEAR		290.00	290.00	.00	290.00
			1,483.34	1,483.34	1,109.92	2,593.26
			1,483.34	1,483.34	1,109.92	2,593.26
2012	RE-E	3566				
1	ALBANY SCH		531.19	.00	44.22	44.22
			531.19	.00	44.22	44.22
GRAND TOTALS			7,846.22	7,315.03	4,000.82	11,315.85

PARTIAL PAYMENTS ARE NOT ACCEPTED WITHOUT AN INSTALLMENT AGREEMENT
IF ANY PARCEL REMAINS SUBJECT TO ONE OR MORE DELINQUENT TAX LIENS,
THE PAYMENT YOU HAVE MADE WILL NOT POSTPONE THE ENFORCEMENT OF THE
OUTSTANDING LIEN OR LIENS. CONTINUED FAILURE TO PAY THE ENTIRE
AMOUNT OWED WILL RESULT IN THE LOSS OF THE PROPERTY(IES).

09/22/2020 09:47
cmurray

TEST DATABASE Jul 16 2019
Real Estate Tax Statement

P 4
txtaxstm

YEAR TYPE	BILL				
INST CHARGE		BILLED	PRIN DUE	INT DUE	TOTAL DUE

PAYMENT MADE TO:
 ALBANY COUNTY DIVISION OF FINANCE
 112 STATE ST. ROOM 1340
 ALBANY, NY 12207
 TEL: 447-7082
 \$35.00 WILL BE CHARGED FOR ANY RETURNED CHECK
 INTEREST WILL INCREASE ON THE 1ST OF THE MONTH



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality - Albany

Address of Property - 461 First Street

Tax Map Number-65.47-3-29

Property Description- Two Family Residence

BIDDER NAME AND PROPERTIES OWNED BY BIDDER

Purchaser- Eden's Rose Foundation

City of Albany- see attached list

CODE ENFORCEMENT INFORMATION

There are outstanding violations-Verified 9/28/20 with City of Albany Code Enforcement officer –See attached list

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 9/23/2020

COUNTY FORECLOSURE INFORMATION

Not Applicable as properties were never delinquent

Signed-  ---

ANTHONY DILELLA

Property Manager

DATE----September 23, 2020---

Tax ID	Site Address	Billing Info	Open Violations	Open Permits
65.46-1-57	465 CENTRAL AVE	EDEN'S ROSE FOUNDATION,	YES	YES
65.47-3-26	455 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.47-3-27	457 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.47-3-37	481 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.47-3-47	62 QUAIL ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.47-3-54	74 QUAIL ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-12	458 FIRST ST	EDEN'S ROSE FOUNDATION,	YES	NO
65.55-1-13	456 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-14	454 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-15	452 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-16	450 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-2	480 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-33	577 CLINTON AVE	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-34	579 CLINTON AVE	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-36	583 CLINTON AVE	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-40	591 CLINTON AVE	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-41	593 CLINTON AVE	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-42	595 CLINTON AVE	EDEN'S ROSE FOUNDATION,	NO	NO
65.55-1-9	464 FIRST ST	EDEN'S ROSE FOUNDATION,	NO	NO



DANIEL P. COUNTY DANIEL
OF

September 18, 2020

Brad Glass
Director
City of Albany
Department of Planning and Development
200 Henry Johnson Boulevard
Albany, New York 12210

Director Glass,

Pursuant to the Albany County Property Disposition Plan, I am contacting you to make you aware we are initiating legislative authorization to dispense of the property located at 461 First Street in the City of Albany. Provided the request gains passage in the County Legislature, we will convey tax map parcel 65.47-3-29 to Eden's Rose Foundation.

The Albany County Land Bank is supportive of this transfer and we view this transaction as beneficial to both County and City residents since it will provide a tax delinquent property to a valuable non-profit organization and avoid a potential demolition. Please let us know if you know of any potential issues that might arise with such a transfer or if the City of Albany has any objection.

Best,

Mike McLaughlin
Director of Policy and Research



September 15, 2020

Board of Directors

Charles Touhey, Chair
Touhey Associates

David Traynham, Vice Chair
Founder, ALERT Partnership Inc

Natisha M. Alexander, Treasurer
Resident

Samuel Wells, Secretary
Resident

Jeffery Collett
Business Owner

Todd Curley
The Prime Companies

Chris Spencer
City of Albany

Executive Director

Adam Zaranko

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

Re: 461 First Street, Albany, NY 12206 (Tax ID 65.47-3-29)

Mr. McLaughlin,

Albany County has authorized the transfer of the subject property to the Albany County Land Bank ("Land Bank").

It is our understanding that Albany County has received a request for a direct acquisition from a community-based non-profit organization.

The Albany County Land Bank does not object to a direct disposition of the subject property by Albany County.

Sincerely,

A handwritten signature in dark ink, appearing to read "Adam Zaranko".

Adam Zaranko
Executive Director

RESOLUTION NO. 436

RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 399 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 461 FIRST STREET (TAX MAP NO. 65.47-3-29) IN THE CITY OF ALBANY

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 399 for 2019, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation, including 461 First Street (Tax Map No. 65.47-3-29) in the City of Albany, and

WHEREAS, Eden's Rose Foundation, a not-for-profit corporation, has expressed an interest in acquiring this parcel, and have indicated that such parcel shall be rehabilitated and used for their community food and garden spaces project, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to not-for-profit/non-profit entities for use for a public purpose, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 399 for 2019 is hereby amended by rescinding the authorization to convey 461 First Street (Tax Map No. 65.47-3-29) in the City of Albany, and, be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 461 First Street (Tax Map No. 65.47-3-29) in the City of Albany to Eden's Rose Foundation, 465 Central Avenue, Albany NY 12206, and, be it further

RESOLVED, That Eden's Rose Foundation shall be responsible for all closing costs and a prorated share of the 2020-21 Albany School Taxes, all prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing, as well as any and all water, sewer, municipal charges, and real estate taxes billed on and after January 1, 2021, 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.

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 23, 2020

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

Dear Chairman Joyce:

I am requesting Legislative approval to rescind the authorization to transfer tax foreclosed property located in the City of Albany, 468 North Pearl Street to the Albany County Land Bank Corporation and convey this property to an abutting property owner.

The Albany County Land Bank Corporation has indicated that they are not opposed to a direct transfer of this property by the County of Albany.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels".

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

Sincerely Yours,

Shawn A. Thelen

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



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1948, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to rescind the authorization to convey property to the Albany County Land Bank Corporation and convey a property to an abutting property owner

Requesting legislative authority to rescind the authorization to convey property located in the City of Albany, 468 North Pearl Street (62.52-1-16) to the Albany County Land Bank Corporation and convey this property to an abutting property owner, Jacqueline Carter

Date:	September 27, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/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
- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
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. 272

Date of Adoption: August 10, 2020

Justification: (state briefly why legislative action is requested)

Requesting legislative authority to rescind the authorization to convey property located in the City of Albany, 468 North Pearl Street (62.52-1-16) to the Albany County Land Bank Corporation per ABL Res No.399 of 2019 and convey this property to an abutting property owner, Jacqueline Carter, 39 Emmet Street, Albany NY 12204 for \$1,000.

Ms. Carter has indicated the she will maintain consistent uniformity around her property and eventually have another house built on 468 N Pearl St which indicates her commitment to revitalize the North Albany neighborhood

As per the attached Purchaser Review, Ms. Carter has no code violations on her properties and does not owe any delinquent taxes on them.

This transfer is in accordance with Resolution No. 29 of 2019 which states "Properties which will be discretionally conveyed by the County to individuals or entities who own abutting or adjacent parcels "

The following will be part of the sale of this property and is requested to be stated in the resolution of sale:

Jacqueline Carter shall be subject to:

At the closing: All closings costs. A prorated share of the 2020-21 Albany School Taxes

After the closing: All taxes, water, sewer and other charges billed on and after January 1, 2021 shall be the responsibility of Jacqueline Carter.

September 13, 2020

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

Dear Mr. McLaughlin,

I would greatly appreciate you considering my offer to purchase 468 N. Pearl Street, Albany, NY 12204 from the Albany County Executive Office for \$1,000 (one thousand dollars).

Although there is currently a house on 468 N. Pearl it is in horrific condition. The structure has dilapidated to a state of disrepair and the property is a health hazard. Debris is falling from the building, the windows are caving inward, from the collapse of the roof. There are numerous holes in the wooden foundation where large rodents inhabit the premises. Trees have begun to grow into the house at the rear foundation wall. The structure has become an eye sore and I have also been advised that the smell escaping from within the building is that of asbestos. So although I can purchase the lot I cannot afford the cost associated with demolishing the building

On May 30, 2020 one of three large trees on this property fell and damaged my roof. The two remaining trees are leaning precariously and need to be removed before they also cause damage. After my insurance carrier paid to have the tree removed from my roof the previous owner of 468 N. Pearl informed us that the property is owned by Albany County. I am still waiting to have my roof replaced due to the damage caused by the tree falling on it.

I have lived in my home at 39 Emmet Street for 24 years and love the North Albany Community. I also own the vacant lot at 466 N. Pearl Street. Both of my properties abuts 468 N. Pearl Street. Purchasing this land would allow me to maintain consistent uniformity around my home, eventually have another house built on the property providing additional tax revenue to Albany County and lastly gratification in knowing that I am in partnership with Albany County and my neighbors to continue to revitalize the North Albany neighborhood.

Mr. McLaughlin, thank you in advance for taking the time to consider my offer and concerns about the condition of this property. I look forward to speaking to you or someone from your office regarding purchasing the lot at 468 N. Pearl Street, Albany, NY 12204.

Thank you

Jacqueline Carter

Jacqueline Carter
39 Emmet Street
Albany, NY 12204
©518-209-4107



09/22/2020 09:48 | TEST DATABASE Jul 16 2019
cmurray | Real Estate Tax Statement

| P 1

PARCEL: 06505200010160000000

LOCATION: 468 N PEARL ST

OWNER:
LEWIS GERALD L
467 N PEARL ST
ALBANY NY 12204

STATUS:
SQUARE FEET: 0
LAND VALUATION: 48,000
BUILDING VALUATION: 0
EXEMPTIONS: 0

TAXABLE VALUATION: 48,000
INTEREST PER DIEM 6,268.50

LEGAL DESCRIPTION:

DEED DATE:			BOOK/PAGE:		INTEREST DATE: 09/22/2020		
YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE	
INST	CHARGE						
2019	RE-1	2364					
1	ALBANY PRO		692.78	692.78	159.34	852.12	
	5 PERCENT		57.46	57.46	.00	57.46	
	ALBANY WAT		240.19	240.19	55.24	295.43	
	OTHER CHAR		216.30	216.30	49.75	266.05	
			1,206.73	1,206.73	264.33	1,471.06	
			1,206.73	1,206.73	264.33	1,471.06	
2018	RE-E	3113					
1	ALBANY SCH		1,132.74	1,132.74	294.51	1,427.25	
	5% PERCENT		56.64	56.64	.00	56.64	
	MAILING CH		1.00	1.00	.00	1.00	
			1,190.38	1,190.38	294.51	1,484.89	
			1,190.38	1,190.38	294.51	1,484.89	
2017	RE-E	4992					
1	ALBANY SCH		1,112.28	1,112.28	422.67	1,534.95	
	5% PERCENT		55.61	55.61	.00	55.61	
	MAILING CH		1.00	1.00	.00	1.00	
			1,168.89	1,168.89	422.67	1,591.56	
			1,168.89	1,168.89	422.67	1,591.56	
2017	RE-1	7774					
1	ALBANY PRO		696.78	696.78	327.49	1,024.27	
	5 PERCENT		46.88	46.88	.00	46.88	
	ALBANY WAT		240.86	240.86	113.20	354.06	
	ALB-WCF		241.50	241.50	113.51	355.01	
	LEGAL CHAR		225.00	225.00	.00	225.00	



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality - Albany

Address of Property -468 North Pearl Street

Tax Map Number-62.52-1-16

Property Description-Two Family Residence

BIDDER NAME AND PROPERTIES OWNED BY BIDDER

Purchaser-Jacqueline Carter

City of Albany-39 Emmet Street and 466 North Pearl Street

CODE ENFORCEMENT INFORMATION

No outstanding violations-Verified with City of Albany Code Enforcement officer 9/17/2020

DELINQUENT TAX INFORMATION

No delinquent taxes-Verified with Albany County Tax Records Supervisor 9/23/2020

COUNTY FORECLOSURE INFORMATION

Not Applicable as properties were never delinquent

Signed

ANTHONY DILELLA

Property Manager

DATE----September 23, 2020---



AS HE IS THE OWNER
OF RECORD OF 468
NORTH PEARL STREET
WHOM THE COUNTY
FORECLOSED ON June
24, 2019

September 15, 2020

Board of Directors

Charles Touhey, Chair
Touhey Associates

David Traynham, Vice Chair
Founder, ALERT Partnership Inc

Natisha M. Alexander, Treasurer
Resident

Samuel Wells, Secretary
Resident

Jeffery Collett
Business Owner

Todd Curley
The Prime Companies

Chris Spencer
City of Albany

Executive Director

Adam Zaranko

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

Re: 468 North Pear Street, Albany, NY 12206 (Tax ID 65.52-1-

16) Mr. McLaughlin,

Albany County has authorized the transfer of the subject property to the Albany County Land Bank ("Land Bank").

It is our understanding that Albany County has received a request for a direct acquisition from an adjacent property owner.

The Albany County Land Bank does not object to a direct disposition of the subject property by Albany County.

Sincerely,



Adam Zaranko
Executive Director

RESOLUTION NO. 437

RESCINDING THE AUTHORIZATION TO CONVEY REAL PROPERTY PURSUANT TO RESOLUTION NO. 399 FOR 2019 AND AUTHORIZING THE CONVEYANCE OF 468 NORTH PEARL STREET (TAX MAP NO. 62.52-1-16) IN THE CITY OF ALBANY

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 399 for 2019, this Honorable Body authorized the conveyance of various parcels of real property acquired through in rem foreclosure to the Albany County Land Bank Corporation, including 468 North Pearl Street (Tax Map No. 62.52-1-16) in the City of Albany, and

WHEREAS, Jacqueline Carter, an abutting property owner, has indicated an interest in acquiring this parcel for \$1,000, and

WHEREAS, The Albany County Real Property Disposition Plan, adopted by Resolution No. 29 for 2019, implemented procedures for properties to be sold to abutting property owners, now, therefore be it

RESOLVED, By the Albany County Legislature, that Resolution No. 399 for 2019 is hereby amended by rescinding the authorization to convey 468 North Pearl Street (Tax Map No. 62.52-1-16) in the City of Albany, and, be it further

RESOLVED, That the County Executive is authorized to execute on behalf of the County any documents necessary to convey 468 North Pearl Street (Tax Map No. 62.52-1-16) in the City of Albany to Jacqueline Carter, 39 Emmet Street, Albany, NY 12204 for the amount of \$1,000, and, be it further

RESOLVED, That Jacqueline Carter shall be responsible for all closing costs and a pro-rated portion of the 2020-2021 Albany School taxes, all prior water, sewer and municipal charges not in the collection process of the Albany County Division of Finance as of the date of the property closing, as well as any and all water, sewer, municipal charges, and real estate taxes billed on and after January 1, 2021, 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.

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 15, 2020

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

Dear Chairman Joyce:

I am requesting Legislative approval to rescind the authorization to transfer tax foreclosed property located in the City of Albany 117 Clinton Avenue to the Albany County Land Bank Corporation and pursuant to ABL Resolution No. 29 of 2019 authorization is also requested to convey this tax foreclosed property for economic development.

The Albany County Land Bank Corporation has indicated that they are not opposed to a direct transfer of this property by the County of Albany.

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

Sincerely Yours,

Shawn A. Thelen

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



Legislation Text

File #: TMP-1969, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting legislative action to rescind the authorization to transfer a tax foreclosed property to the Albany County Land Bank Corporation and authorize the conveyance of this property for economic development.

Requesting Legislative action to rescind the authorization to transfer 117 Clinton Avenue located in the City of Albany Avenue (Tax Map No. 65.82-2-40) to the Albany County Land Bank Corporation and authorize the conveyance of this property to Mr. James Borucinski for economic development.

Date:	October 1,2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/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
- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.:	Click or tap here to enter text.
Source of Funds:	Click or tap here to enter text.
Title Change:	Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
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: 434
Date of Adoption: October 15, 2019

Justification: (state briefly why legislative action is requested)

Requesting legislative action to rescind the authorization to transfer 117 Clinton Avenue (Tax Map No. 65.82-2-40) located in the City of Albany to the Albany County Land Bank Corporation per resolution No. 250 of 2019 and authorize the conveyance of this tax foreclosed property for the full amount of the outstanding delinquent tax liability inclusive of interest and penalties \$70,406.40 to Mr. James Borucinski, 340 State Street, Apt 3, Albany NY, 12210.

Mr. Borucinski has indicated that he will rehabilitate this property which will add to the economic growth of this neighborhood.

This sale is in accordance with resolution No 29 of 2019, "Properties which will be discretionally conveyed by the County to individuals or entities for economic development purposes" "The amount to be paid for these properties shall be either its appraised value or outstanding delinquent tax liability (inclusive of interest, penalties and legal charges).

As per the attached Purchaser Review, Mr. Borucinski does not own property therefore he does not have any outstanding code violations and delinquent taxes

The following will be part of the sale of this property and is requested to be stated in the resolution of sale:

Mr. James Borucinski shall be subject to:

At the closing: All closings costs. A prorated share of the 2020-21 Albany School Taxes

After the closing: All taxes, water, sewer and other charges billed on and after January 1, 2021 shall be the responsibility of Mr. James Borucinski.

Dear Executives office,

My Names is James Borucinski. I would like to put in an official offer for the tax foreclosed property at 117 clinton ave Albany ny 12210.

I went into contract to purchase it with *Jasen Smith aka Jasen Von Guinness*, the previous owner in March of 2017. Since That point I have had multiple mortgage approvals, closing dates, and contracts which all expired because of years of collection delays on his part(the Albany county AG office has a record of complaint against the agency).

In August of 2019 we finally received a closing day, did a title search, then realized that the property was taken in march of 2019 for the back taxes.

The ACLB has agreed to not acquire this property and now a direct sale through your office is my option. I am willing to purchase the building for the amount equal to the delinquent taxes \$ 70,406.40 and any other closing costs or tax adjustments.

I am not looking to get this property for an epic steal, I would just like to purchase my home from a position that my bank has meat on the bone, as well as myself and the county. As long term resident of Albany I'd like to have the ability to bring this beautiful house back to the beauty it was. I am not a flipper or investor. I'm just a bartender and Hair stylist

Thank you so much for your time and consideration in this process

Sincerely,

James Borucinski

340 State Street Apt. 3

Albany NY, 12210

518 528-0189

TRUSTCO **/xN BANK®**

03/12/2020

James Borucinski
[REDACTED]

Albany, NY 12210

Your actual rate, payment, and costs could be higher. Get an official Loan Estimate before choosing a loan.

It is our pleasure to inform you that you have been granted a conditional pre-approval for a home loan to purchase the house of your dreams! We are excited and grateful that you chose Trustco Bank for your home financing needs and we look forward to not only meeting your expectations, but exceeding them.

This conditional pre-approval is based on the following terms:

- Loan Amount up to \$ [REDACTED]
- **3.375%** interest rate
- **89.50%** maximum loan to value
- Home-owner's association dues not to exceed \$0.00 per month.
- **Proof of down payment**, satisfactory review of two **recent pay stubs from** [REDACTED].
- Owner Occupied 1-4 family units
- Zoned Residential
- Purchase money mortgage
- **Albany County**

The rate and loan terms are not locked and are subject to change at any point up until a full application for credit has been completed. Rate and term fluctuations may affect your eligibility for future financing.

This conditional pre-approval is based on information we received via your credit report, employment verification, as well as a preliminary calculation of your monthly income versus debt. The following conditions must be met in order to obtain financing.

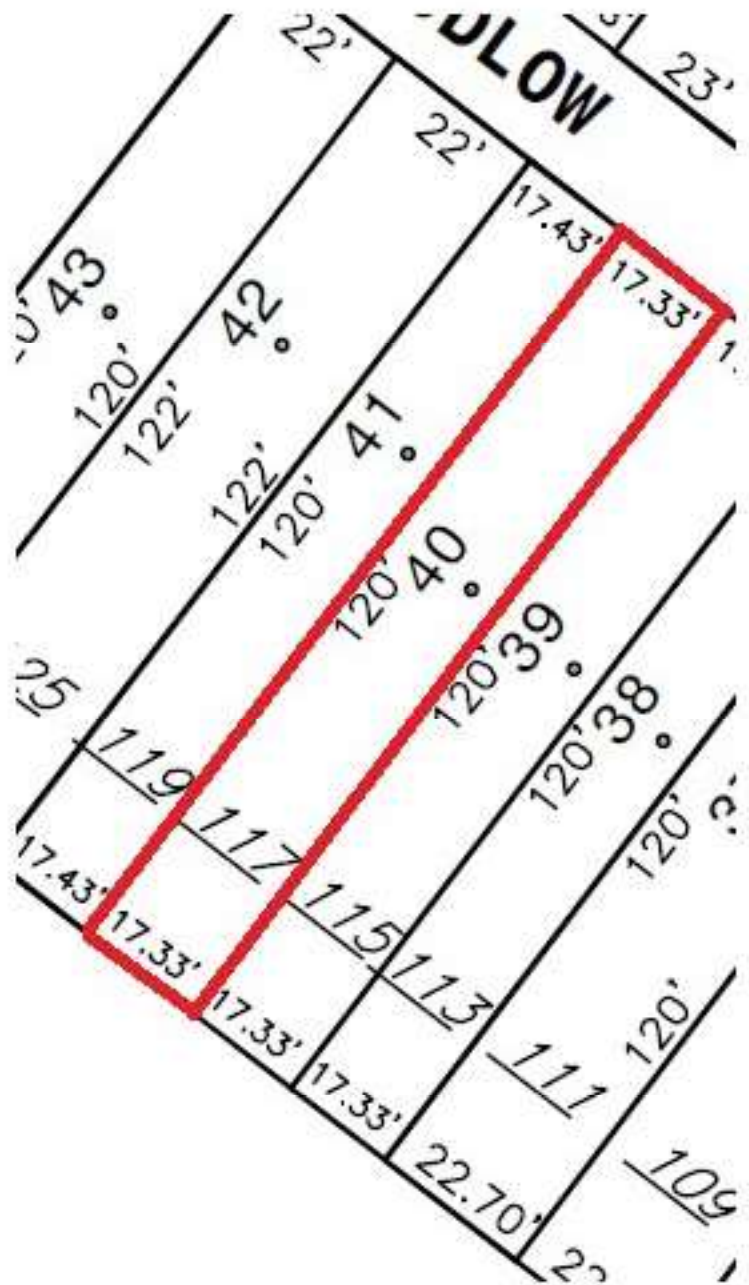
- A full application must be submitted with all necessary documentation, including a purchase contract.
- A property appraisal subject to satisfactory Trustco Bank which indicates that the property value is sufficient to support your purchase price.
- An in-depth verification of all lending criteria will be performed by a Senior Bank Underwriter to determine if all credit, employment, and income documentation meet Bank guidelines.
- A deed and title insurance policy acceptable to Trustco Bank.
- A contract of sale may be required on your existing home to qualify for financing, if applicable.

Please note that this conditional pre-approval is based upon the absence of any material adverse change in your circumstances prior to closing, all as determined in our sole discretion, upon your satisfactory completion of the requirements listed above. In the event any condition of this pre-approval is not met to our satisfaction, we may, at our sole option, declare this conditional pre-approval null and void without any further liability to us. This conditional pre-approval is good for a term of 60 days. After that period a new application would need to be submitted.

Thank you again for choosing Trustco Bank.

Sincerely,

[REDACTED]



09/14/2020 14:34 | TEST DATABASE Jul 16 2019
cmurray | Real Estate Tax Statement

| P 1

PARCEL: 06508200020400000000

LOCATION: 117 CLINTON AVE

OWNER:
SMITH JASEN
571 WESTERN AVE
ALBANY NY 12203

STATUS:
SQUARE FEET: 0
LAND VALUATION: 151,000
BUILDING VALUATION: 0
EXEMPTIONS: 0

TAXABLE VALUATION: 151,000
INTEREST PER DIEM 25,360.47

LEGAL DESCRIPTION:

DEED DATE: BOOK/PAGE: INTEREST DATE: 11/30/2020

YEAR	TYPE	BILL	BILLED	PRIN DUE	INT DUE	TOTAL DUE
INST	CHARGE					
2019	RE-1	2362				
1	ALBANY PRO		2,179.36	2,179.36	544.84	2,724.20
	5 PERCENT		161.28	161.28	.00	161.28
	ALBANY WAT		830.00	830.00	207.50	1,037.50
	OTHER CHAR		216.30	216.30	54.08	270.38
			3,386.94	3,386.94	806.42	4,193.36
			3,386.94	3,386.94	806.42	4,193.36
2018	RE-E	4229				
1	ALBANY SCH		3,563.40	3,563.40	997.75	4,561.15
	5% PERCENT		178.17	178.17	.00	178.17
	MAILING CH		1.00	1.00	.00	1.00
			3,742.57	3,742.57	997.75	4,740.32
			3,742.57	3,742.57	997.75	4,740.32
2018	RE-1	5970				
1	ALBANY PRO		2,205.51	2,205.51	816.04	3,021.55
	5 PERCENT		173.23	173.23	.00	173.23
	ALBANY WAT		1,259.12	1,259.12	465.87	1,724.99
	ALB-WCF		241.50	241.50	89.36	330.86
			3,879.36	3,879.36	1,371.27	5,250.63
			3,879.36	3,879.36	1,371.27	5,250.63
2017	RE-E	3709				
1	ALBANY SCH		3,499.04	3,499.04	1,399.62	4,898.66
	5% PERCENT		174.95	174.95	.00	174.95
	MAILING CH		1.00	1.00	.00	1.00



October 5, 2020

Board of Directors

Charles Touhey, Chair
Touhey Associates

David Traynham, Vice Chair
Founder, ALERT Partnership Inc

Natisha M. Alexander, Treasurer
Resident

Samuel Wells, Secretary
Resident

Jeffery Collett
Business Owner

Todd Curley
The Prime Companies

Chris Spencer
City of Albany

Executive Director
Adam Zaranko

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

Re: 117 Clinton Avenue, Albany, New York (Tax Map Number: 76.72-2-

83) Mr. McLaughlin,

Albany County has authorized the transfer of the subject property to the Albany County Land Bank ("Land Bank"). It is our understanding that Albany County has received a request for a direct acquisition.

The Albany County Land Bank does not object to a direct disposition of the subject property by Albany County.

Sincerely,

Adam Zaranko
Executive Director



DEPARTMENT OF MANGEMENT AND BUDGET

Purchaser Review

PROPERTY INFORMATION

Municipality - Albany Address of Property -117 Clinton Ave Tax Map Number-65.82-2-40 Property Description-Two Family Year Round Residence

BIDDER NAME AND PROPERTIES OWNED BY BIDDER

Purchaser- James Borucinski No properties listed for James Borucinski
--

CODE ENFORCEMENT INFORMATION

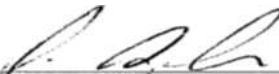
Not Applicable

DELINQUENT TAX INFORMATION

Not Applicable

COUNTY FORECLOSURE INFORMATION

Not Applicable

Signed----------

ANTHONY DILELLA

Property Manager

DATE—September 28, 2020



DANIEL P. COUNTY OF DANIEL C.
ALBANY

September 18, 2020

Brad Glass
Director
City of Albany
Department of Planning and Development
200 Henry Johnson Boulevard
Albany, New York 12210

Director Glass,

Pursuant to the Albany County Property Disposition Plan, I am contacting you to make you aware we are undertaking the legislative authorization process to potentially dispense of the property located at 117 Clinton Avenue in the City of Albany. A former tenant of this property has agreed to pay the full amount of back taxes to purchase this property. Provided this request gains the approval of the County Legislature, we will convey tax map parcel 65.82-2-40 to a private individual.

We view this transaction as beneficial to both County and City residents since it will put a tax delinquent property into the hands of a responsible owner. Please let us know if you know of any potential issues that might arise with such a transfer or if the City of Albany has any objection.

Best,

Mike McLaughlin
Director of Policy and Research

LEGAL NOTICE

In accordance with Albany County Legislative Resolution No. 29 of 2019 which states notice shall be given for any property that will be considered for transfer by the Albany County Legislature for economic development purposes, pursuant to said resolution, notice is hereby given that property located in the City of Albany, 117 Clinton Avenue, tax map No. 65.82-2-40 will be given consideration by the Albany County Legislature for transfer.

ALBANY COUNTY DEPARTMENT
OF MANAGEMENT

Dated: 9/17/20 and 9/2

Albany, New York

EV 9/17, 9/24/20

1227 GET

TIMES UNION

timesunion.com

Order Confirmation

Ad Order Number

0004125932

Customer Account

040365006

Sales Rep.

tomest

Customer Information

ALBANY COUNTY DEPT OF FINANC

112 STATE ST

ALBANY NY 122072019

USA

Order Taker

tomest

Ordered By

Anthony DiLella

Phone: 5184477074

Order Source

Phone

Fax:

Email: Jeff.Neal@albanycountyny.gov

Ad Content Proof

Note: Ad size does not reflect actual ad

LEGAL NOTICE

In accordance with Albany County Legislative Resolution No. 29 of 2019 which states notice shall be given for any property that will be considered for transfer by the Albany County Legislature for economic development purposes, pursuant to said resolution, notice is hereby given that property located in the City of Albany, 117 Clinton Avenue tax map No. 65.82-2-40 will be given consideration by the Albany County Legislature for transfer.

ALBANY COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET

Dated:

Albany, New York

TU51 4125932

Ad Cost

\$127.98

Payment Amt

\$0.00

Amount Due

\$127.98

Blind Box**Materials****Invoice Text**

117 Clinton Ave

Ad Number

0004125932-01

External Ad #**Pick Up Number****Ad Type**

120 Legal Liner

Ad Size

2 X 18 li

PO Number**Color**

\$0.00

Color Requests**Product and Zone****# Inserts****Placement**

Times Union, Full

5

Legals

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

9/18/2020, 9/19/2020, 9/20/2020, 9/21/2020, 9/22/2020

Product and Zone**# Inserts****Placement**

timesunion.com, Full

5

Legals

Note: Retail Display Ads May Not End in Identified Placement

Run Dates

9/18/2020, 9/19/2020, 9/20/2020, 9/21/2020, 9/22/2020

DANIEL P. MCCOY
COUNTY EXECUTIVE



SHAWN A. THELEN
COMMISSIONER

COUNTY OF ALBANY
DEPARTMENT OF MANAGEMENT AND BUDGET
112 STATE STREET, SUITE 1200
ALBANY, NEW YORK 12207
OFFICE: (518) 447-5525
FAX: (518) 447-5589
www.albanycounty.com

M. DAVID REILLY
DEPUTY COMMISSIONER

September 28, 2020

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

Dear Chairman Joyce:

I am requesting Legislative authorization to convey tax foreclosed properties located in the City of Albany and the Town of Westerlo to The Albany County Land Bank Corporation. This is pursuant to Resolution No. 29 of 2019, the Albany County Disposition Plan which states "Properties will be discretionally conveyed by the County of Albany 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 Mauriello, Minority Leader
Majority Counsel
Minority Counsel



Legislation Text

File #: TMP-1949, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Requesting Legislative Action to authorize the transfer of tax foreclosed properties to the Albany County Land Bank Corporation

Legislative Action is requested to authorize the transfer of tax foreclosed properties located in the City of Albany and Town of Westerlo to the Albany County Land Bank Corporation

Date:	September 28, 2020
Submitted By:	Shawn Thelen
Department:	Management and Budget
Title:	Commisioner
Phone:	518-447-7040
Department Rep.	Anthony DiLella
Attending Meeting:	David Reilly/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
- ☐ Personnel
- ☐ Personnel Non-Individual
- ☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
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. 250

Date of Adoption: June 10, 2019

Justification: (state briefly why legislative action is requested)

Pursuant to ABL Resolution No. 29 of 2019 the Albany County Disposition Plan, authorization is requested to transfer tax foreclosed properties located in the City of Albany and Town of Westerlo (see attached list) to the Albany County Land Bank Corporation. This lists constitutes properties taken in the last round of foreclosures as well as a few properties from lists that can be conveyed to the Land Bank.

Requested List of Properties for ACLB Conveyance

Municipality	Street #	Street Name	Tax Map #	AssessedValue	Class Code
CITY OF ALBANY		GRAY FOX LN	41.13-4-37	\$ 15,800.00	310 - Residential
CITY OF ALBANY	8	WESTBROOK ST	64.69-4-1	\$ 31,500.00	311 - Residential Vacant Land
CITY OF ALBANY	783	LIVINGSTON AVE	65.21-1-20	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	793	LIVINGSTON AVE	65.21-1-25	\$ 77,000.00	220 - Two Family Residence
CITY OF ALBANY	44	N MANNING BLVD	65.29-1-27	\$ 116,000.00	220 - Two Family Residence
CITY OF ALBANY	579	THIRD ST	65.30-1-43	\$ 21,200.00	311 - Residential Vacant Land
CITY OF ALBANY	585	THIRD ST	65.30-1-46	\$ 79,000.00	220 - Two Family Residence
CITY OF ALBANY	45	ONTARIO ST	65.38-2-33	\$ 50,000.00	220 - Two Family Residence
CITY OF ALBANY	25	N FIRST ST	65.44-1-20	\$ 120,000.00	210 - One Family Residence
CITY OF ALBANY	1116	BROADWAY	65.44-3-13	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	464	ELK ST	65.46-3-56	\$ 8,600.00	311 - Residential Vacant Land
CITY OF ALBANY	542	FIRST ST	65.46-4-52	\$ 66,000.00	220 - Two Family Residence
CITY OF ALBANY	689	CLINTON AVE	65.46-4-76	\$ 12,000.00	230 - Three Family Residence
CITY OF ALBANY	446	THIRD ST	65.47-1-16	\$ 4,000.00	311 - Residential Vacant Land
CITY OF ALBANY	507	FIRST ST	65.47-2-25	\$ 50,000.00	210 - One Family Residence
CITY OF ALBANY	72	QUAIL ST	65.47-3-53	\$ 2,500.00	311 - Residential Vacant Land
CITY OF ALBANY	76	BEVERLY AVE	65.48-2-26	\$ 1,900.00	311 - Residential Vacant Land
CITY OF ALBANY	78	BEVERLY AVE	65.48-2-27	\$ 3,000.00	311 - Residential Vacant Land
CITY OF ALBANY	34	ALBANY ST	65.52-2-39	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	32	ALBANY ST	65.52-2-40	\$ 30,000.00	210 - One Family Residence
CITY OF ALBANY	152	BRADFORD ST	65.54-4-13	\$ 20,000.00	220 - Two Family Residence
CITY OF ALBANY	529	CLINTON AVE	65.55-5-50	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	324	SECOND ST	65.56-3-11	\$ 15,000.00	230 - Three Family Residence
CITY OF ALBANY	19	LEXINGTON AVE	65.56-3-38	\$ 15,000.00	230 - Three Family Residence
CITY OF ALBANY	325	FIRST ST	65.56-3-52	\$ 48,100.00	220 - Two Family Residence
CITY OF ALBANY	352	FIRST ST	65.56-3-64	\$ 72,700.00	220 - Two Family Residence
CITY OF ALBANY	251	THIRD ST	65.56-5-39	\$ 15,000.00	210 - One Family Residence
CITY OF ALBANY	257	THIRD ST	65.56-5-42	\$ 12,000.00	220 - Two Family Residence
CITY OF ALBANY	26	BEVERLY AVE	65.57-1-72	\$ 82,000.00	220 - Two Family Residence
CITY OF ALBANY	236	ONTARIO ST	65.61-2-29	\$ 82,000.00	210 - One Family Residence
CITY OF ALBANY	502	HUDSON AVE	65.61-3-35	\$ 50,000.00	220 - Two Family Residence
CITY OF ALBANY	324	FIRST ST	65.64-1-7	\$ 70,000.00	220 - Two Family Residence
CITY OF ALBANY	256	FIRST ST	65.64-4-24	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	285	FIRST ST	65.64-6-58	\$ 4,500.00	311 - Residential Vacant Land
CITY OF ALBANY	257	SECOND ST	65.64-7-28	\$ 90,000.00	210 - One Family Residence
CITY OF ALBANY	35	LARK ST	65.65-5-25	\$ 34,000.00	230 - Three Family Residence
CITY OF ALBANY	278	LIVINGSTON AVE	65.65-5-5	\$ 10,000.00	210 - One Family Residence
CITY OF ALBANY	224	COLONIE ST	65.66-2-10	\$ 4,500.00	311 - Residential Vacant Land
CITY OF ALBANY	36	BRADFORD ST	65.71-1-48	\$ 81,000.00	220 - Two Family Residence
CITY OF ALBANY	250	ELK ST	65.72-3-19	\$ 81,000.00	220 - Two Family Residence
CITY OF ALBANY	246	ELK ST	65.72-3-20	\$ 1,800.00	311 - Residential Vacant Land
CITY OF ALBANY	124	LARK ST	65.72-4-51	\$ 2,200.00	311 - Residential Vacant Land
CITY OF ALBANY	54	N SWAN ST	65.74-3-21	\$ 5,000.00	220 - Two Family Residence
CITY OF ALBANY	76	THIRD ST	65.74-3-7	\$ 2,200.00	311 - Residential Vacant Land
CITY OF ALBANY	192	ORANGE ST	65.81-6-39	\$ 900.00	311 - Residential Vacant Land
CITY OF ALBANY	190	ORANGE ST	65.81-6-40	\$ 1,800.00	311 - Residential Vacant Land
CITY OF ALBANY	172	ORANGE ST	65.81-6-48	\$ 3,000.00	311 - Residential Vacant Land
CITY OF ALBANY	143	SHERIDAN AVE	65.81-6-75	\$ 62,000.00	220 - Two Family Residence
CITY OF ALBANY	665	N PEARL ST	66.21-2-26	\$ 25,000.00	210 - One Family Residence
CITY OF ALBANY	278	WHITEHALL RD	75.49-1-9	\$ 150,000.00	483 - Converted Residence
CITY OF ALBANY	50	EDGEComb ST	75.59-2-20	\$ 254,000.00	210 - One Family Residence
CITY OF ALBANY	117	DOVE ST	76.31-3-26	\$ 171,000.00	220 - Two Family Residence
CITY OF ALBANY	207	ELM ST	76.32-5-46	\$ 17,900.00	311 - Residential Vacant Land
CITY OF ALBANY	202	MYRTLE AVE	76.39-3-7	\$ 37,000.00	220 - Two Family Residence
CITY OF ALBANY	207	MYRTLE AVE	76.40-2-43	\$ 121,000.00	210 - One Family Residence
CITY OF ALBANY	65	GRAND ST	76.49-2-46	\$ 127,000.00	230 - Three Family Residence
CITY OF ALBANY	250	CATHERINE ST	76.55-1-46	\$ 114,000.00	220 - Two Family Residence
CITY OF ALBANY	82	CATHERINE ST	76.56-2-51	\$ 1,500.00	311 - Residential Vacant Land
CITY OF ALBANY	24	OSBORNE ST	76.56-3-10	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	68	OSBORNE ST	76.56-4-9.-6801	\$ 55,000.00	210-ONE FAMILY RESIDENCE
CITY OF ALBANY	34	PARK AVE	76.57-1-61.2	\$ 50,000.00	230 - Three Family Residence
CITY OF ALBANY	18	JEANNETTE ST	76.61-1-9	\$ 80,000.00	210 - One Family Residence
CITY OF ALBANY	27	BERTHA ST	76.61-3-19	\$ 9,100.00	312 - Residential Land W/Sml Imprvmt

Requested List of Properties for ACLB Conveyance

CITY OF ALBANY	15	MC KOWN ST	76.62-3-65	\$	3,000.00	311 - Residential Vacant Land
CITY OF ALBANY	29	THIRD AVE	76.64-3-26	\$	10,000.00	230 - Three Family Residence
CITY OF ALBANY	78	ELIZABETH ST	76.64-4-35	\$	7,800.00	311 - Residential Vacant Land
CITY OF ALBANY	95	SECOND AVE	76.64-5-55	\$	2,500.00	311 - Residential Vacant Land
CITY OF ALBANY	8	DELAWARE ST	76.65-1-54	\$	10,000.00	220 - Two Family Residence
CITY OF ALBANY	36	CORLEAR ST	76.69-3-18	\$	232,000.00	230 - Three Family Residence
CITY OF ALBANY	15	TEUNIS ST	76.72-1-55	\$	32,000.00	210 - One Family Residence
CITY OF ALBANY	157	BROAD ST	76.72-2-54	\$	66,000.00	220 - Two Family Residence
CITY OF ALBANY	111	CLINTON ST	76.72-2-86	\$	800.00	311 - Residential Vacant Land
CITY OF ALBANY	213	MOUNT HOPE DR	87.23-1-14	\$	79,000.00	210 - One Family Residence
CITY OF ALBANY	118	MOUNT HOPE DR	87.23-2-11	\$	72,000.00	210 - One Family Residence
TOWN OF WESTERLO	80	UDELL RD	116.-3-13	\$	800.00	270-MOBILE HOME
		City of Albany	74 Properties			
		Town of Westerlo	1 Property			

RESOLUTION NO. 439

AUTHORIZING THE CONVEYANCE OF VARIOUS PARCELS OF REAL PROPERTY IN THE CITY OF ALBANY AND THE TOWN OF WESTERLO TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The County of Albany has acquired, through in rem foreclosure, judgment to 75 parcels of real property in the City of Albany and the Town of Westerlo, and

WHEREAS, The Albany County Land Bank Corporation (the “Land Bank”) has expressed an interest in acquiring these 75 parcels of real property to carry out its mission to revitalize and build communities, and

WHEREAS, It is in the best interest 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. 29 for 2019, the Albany County Department of Management and Budget has forwarded a spreadsheet detailing such parcels for conveyance to the Land Bank as annexed hereto, 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 75 parcels of real property located in the City of Albany and the Town of Westerlo as indicated on the spreadsheet annexed hereto to the Land Bank, 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.

Requested List of Properties for ACLB Conveyance

Municipality	Street #	Street Name	Tax Map #	AssessedValue	Class Code
CITY OF ALBANY		GRAY FOX LN	41.13-4-37	\$ 15,800.00	310 - Residential
CITY OF ALBANY	8	WESTBROOK ST	64.69-4-1	\$ 31,500.00	311 - Residential Vacant Land
CITY OF ALBANY	783	LIVINGSTON AVE	65.21-1-20	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	793	LIVINGSTON AVE	65.21-1-25	\$ 77,000.00	220 - Two Family Residence
CITY OF ALBANY	44	N MANNING BLVD	65.29-1-27	\$ 116,000.00	220 - Two Family Residence
CITY OF ALBANY	579	THIRD ST	65.30-1-43	\$ 21,200.00	311 - Residential Vacant Land
CITY OF ALBANY	585	THIRD ST	65.30-1-46	\$ 79,000.00	220 - Two Family Residence
CITY OF ALBANY	45	ONTARIO ST	65.38-2-33	\$ 50,000.00	220 - Two Family Residence
CITY OF ALBANY	25	N FIRST ST	65.44-1-20	\$ 120,000.00	210 - One Family Residence
CITY OF ALBANY	1116	BROADWAY	65.44-3-13	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	464	ELK ST	65.46-3-56	\$ 8,600.00	311 - Residential Vacant Land
CITY OF ALBANY	542	FIRST ST	65.46-4-52	\$ 66,000.00	220 - Two Family Residence
CITY OF ALBANY	689	CLINTON AVE	65.46-4-76	\$ 12,000.00	230 - Three Family Residence
CITY OF ALBANY	446	THIRD ST	65.47-1-16	\$ 4,000.00	311 - Residential Vacant Land
CITY OF ALBANY	507	FIRST ST	65.47-2-25	\$ 50,000.00	210 - One Family Residence
CITY OF ALBANY	72	QUAIL ST	65.47-3-53	\$ 2,500.00	311 - Residential Vacant Land
CITY OF ALBANY	76	BEVERLY AVE	65.48-2-26	\$ 1,900.00	311 - Residential Vacant Land
CITY OF ALBANY	78	BEVERLY AVE	65.48-2-27	\$ 3,000.00	311 - Residential Vacant Land
CITY OF ALBANY	34	ALBANY ST	65.52-2-39	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	32	ALBANY ST	65.52-2-40	\$ 30,000.00	210 - One Family Residence
CITY OF ALBANY	152	BRADFORD ST	65.54-4-13	\$ 20,000.00	220 - Two Family Residence
CITY OF ALBANY	529	CLINTON AVE	65.55-5-50	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	324	SECOND ST	65.56-3-11	\$ 15,000.00	230 - Three Family Residence
CITY OF ALBANY	19	LEXINGTON AVE	65.56-3-38	\$ 15,000.00	230 - Three Family Residence
CITY OF ALBANY	325	FIRST ST	65.56-3-52	\$ 48,100.00	220 - Two Family Residence
CITY OF ALBANY	352	FIRST ST	65.56-3-64	\$ 72,700.00	220 - Two Family Residence
CITY OF ALBANY	251	THIRD ST	65.56-5-39	\$ 15,000.00	210 - One Family Residence
CITY OF ALBANY	257	THIRD ST	65.56-5-42	\$ 12,000.00	220 - Two Family Residence
CITY OF ALBANY	26	BEVERLY AVE	65.57-1-72	\$ 82,000.00	220 - Two Family Residence
CITY OF ALBANY	236	ONTARIO ST	65.61-2-29	\$ 82,000.00	210 - One Family Residence
CITY OF ALBANY	502	HUDSON AVE	65.61-3-35	\$ 50,000.00	220 - Two Family Residence
CITY OF ALBANY	324	FIRST ST	65.64-1-7	\$ 70,000.00	220 - Two Family Residence
CITY OF ALBANY	256	FIRST ST	65.64-4-24	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	285	FIRST ST	65.64-6-58	\$ 4,500.00	311 - Residential Vacant Land
CITY OF ALBANY	257	SECOND ST	65.64-7-28	\$ 90,000.00	210 - One Family Residence
CITY OF ALBANY	35	LARK ST	65.65-5-25	\$ 34,000.00	230 - Three Family Residence
CITY OF ALBANY	278	LIVINGSTON AVE	65.65-5-5	\$ 10,000.00	210 - One Family Residence
CITY OF ALBANY	224	COLONIE ST	65.66-2-10	\$ 4,500.00	311 - Residential Vacant Land
CITY OF ALBANY	36	BRADFORD ST	65.71-1-48	\$ 81,000.00	220 - Two Family Residence
CITY OF ALBANY	250	ELK ST	65.72-3-19	\$ 81,000.00	220 - Two Family Residence
CITY OF ALBANY	246	ELK ST	65.72-3-20	\$ 1,800.00	311 - Residential Vacant Land
CITY OF ALBANY	124	LARK ST	65.72-4-51	\$ 2,200.00	311 - Residential Vacant Land
CITY OF ALBANY	54	N SWAN ST	65.74-3-21	\$ 5,000.00	220 - Two Family Residence
CITY OF ALBANY	76	THIRD ST	65.74-3-7	\$ 2,200.00	311 - Residential Vacant Land
CITY OF ALBANY	192	ORANGE ST	65.81-6-39	\$ 900.00	311 - Residential Vacant Land
CITY OF ALBANY	190	ORANGE ST	65.81-6-40	\$ 1,800.00	311 - Residential Vacant Land
CITY OF ALBANY	172	ORANGE ST	65.81-6-48	\$ 3,000.00	311 - Residential Vacant Land
CITY OF ALBANY	143	SHERIDAN AVE	65.81-6-75	\$ 62,000.00	220 - Two Family Residence
CITY OF ALBANY	665	N PEARL ST	66.21-2-26	\$ 25,000.00	210 - One Family Residence
CITY OF ALBANY	278	WHITEHALL RD	75.49-1-9	\$ 150,000.00	483 - Converted Residence
CITY OF ALBANY	50	EDGECOMB ST	75.59-2-20	\$ 254,000.00	210 - One Family Residence
CITY OF ALBANY	117	DOVE ST	76.31-3-26	\$ 171,000.00	220 - Two Family Residence
CITY OF ALBANY	207	ELM ST	76.32-5-46	\$ 17,900.00	311 - Residential Vacant Land
CITY OF ALBANY	202	MYRTLE AVE	76.39-3-7	\$ 37,000.00	220 - Two Family Residence
CITY OF ALBANY	207	MYRTLE AVE	76.40-2-43	\$ 121,000.00	210 - One Family Residence
CITY OF ALBANY	65	GRAND ST	76.49-2-46	\$ 127,000.00	230 - Three Family Residence
CITY OF ALBANY	250	CATHERINE ST	76.55-1-46	\$ 114,000.00	220 - Two Family Residence
CITY OF ALBANY	82	CATHERINE ST	76.56-2-51	\$ 1,500.00	311 - Residential Vacant Land
CITY OF ALBANY	24	OSBORNE ST	76.56-3-10	\$ 15,000.00	220 - Two Family Residence
CITY OF ALBANY	68	OSBORNE ST	76.56-4-9-.6801	\$ 55,000.00	210-ONE FAMILY RESIDENCE
CITY OF ALBANY	34	PARK AVE	76.57-1-61.2	\$ 50,000.00	230 - Three Family Residence
CITY OF ALBANY	18	JEANNETTE ST	76.61-1-9	\$ 80,000.00	210 - One Family Residence
CITY OF ALBANY	27	BERTHA ST	76.61-3-19	\$ 9,100.00	312 - Residential Land W/Sml Imprvmt

Requested List of Properties for ACLB Conveyance

CITY OF ALBANY	15	MC KOWN ST	76.62-3-65	\$ 3,000.00	311 - Residential Vacant Land
CITY OF ALBANY	29	THIRD AVE	76.64-3-26	\$ 10,000.00	230 - Three Family Residence
CITY OF ALBANY	78	ELIZABETH ST	76.64-4-35	\$ 7,800.00	311 - Residential Vacant Land
CITY OF ALBANY	95	SECOND AVE	76.64-5-55	\$ 2,500.00	311 - Residential Vacant Land
CITY OF ALBANY	8	DELAWARE ST	76.65-1-54	\$ 10,000.00	220 - Two Family Residence
CITY OF ALBANY	36	CORLEAR ST	76.69-3-18	\$ 232,000.00	230 - Three Family Residence
CITY OF ALBANY	15	TEUNIS ST	76.72-1-55	\$ 32,000.00	210 - One Family Residence
CITY OF ALBANY	157	BROAD ST	76.72-2-54	\$ 66,000.00	220 - Two Family Residence
CITY OF ALBANY	111	CLINTON ST	76.72-2-86	\$ 800.00	311 - Residential Vacant Land
CITY OF ALBANY	213	MOUNT HOPE DR	87.23-1-14	\$ 79,000.00	210 - One Family Residence
CITY OF ALBANY	118	MOUNT HOPE DR	87.23-2-11	\$ 72,000.00	210 - One Family Residence
TOWN OF WESTERLO	80	UDELL RD	116.-3-13	\$ 800.00	270-MOBILE HOME
		City of Albany	74 Properties		
		Town of Westerlo	1 Property		



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 7, 2020

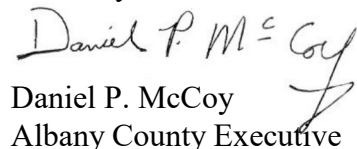
Honorable Andrew Joyce, Chairman
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Dear Chairman Joyce:

Requesting authorization to accept grant funding from the New York State Division of Tourism/I Love New York for Albany County Convention & Visitors Bureau (CVB) marketing programs the Albany County CVB must be designated the Tourism Promotion Agency (TPA) for Albany County. The 2021 Market New York grant is matched from the general fund of the CVB and will allow the Bureau to increase funding for marketing programs in approved categories.

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1944, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization for Albany County Convention & Visitors Bureau to accept 2021 I Love NY Matching Grant for tourism marketing

Date: 9/24/2020
Submitted By: Lucas Rogers
Department: County Executive
Title: Senior Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Jill Delaney

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
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
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) 1/1/2021 - 12/31/2021

Length of Contract: One Year

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: Reso 442 for 2019

Date of Adoption: 10/15/19

Justification: (state briefly why legislative action is requested)

Requesting authorization to accept grant funding from the New York State Division of Tourism/I Love New York for Albany County Convention & Visitors Bureau (CVB) marketing programs the Albany County CVB must be designated the Tourism Promotion Agency (TPA) for Albany County. The 2021 Market New York grant is matched from the general fund of the CVB and will allow the Bureau to increase funding for marketing programs in approved categories.



TO: County Executive Daniel McCoy

FR: Jill Delaney, President & CEO Discover Albany

RE: 2021 I Love NY Matching Grant for Tourism Marketing

DATE: September 16, 2020

As the state designated Tourism Promotion Agency (TPA) for Albany County, the Albany County Convention & Visitors Bureau (dba Discover Albany) is required to obtain a resolution from the Albany County Legislature in order to accept the marketing matching funds grant annually from ILNY. I have attached a copy of a prior resolution from the Legislature for your convenience. I usually attend a fall (October) meeting of the Audit & Finance Committee to review the results of the marketing work achieved in the current year and for their approval to take the issue to the full legislature. Obviously this year is very different, and we are not even guaranteed that the Matching Funds program will be funded for 2021, but we are making every effort to be prepared.

As always, the grant is matched from the general fund of the Convention & Visitors Bureau and is therefore cost neutral to the County. Based on prior years the grant amount has been in the range of \$65,000-\$70,000. Therefore, accepting the grant allows the CVB to double the award to increase funding of marketing programs in the approved categories of the grant.

I would like to request to have this item put on an upcoming Audit & Finance Committee Agenda for review. Mike McLaughlin advised that you could assist with that request. Please advise me of any further actions I should take.

Enclosure

RESOLUTION NO. 440

DESIGNATING THE ALBANY COUNTY CONVENTION AND VISITORS BUREAU, INC. AS ALBANY COUNTY'S TOURIST PROMOTION AGENCY TO RECEIVE TOURISM, ADVERTISING, AND PROMOTION GRANTS

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, The New York State Legislature created a matching funds program administered by the New York State Department of Economic Development for the promotion of tourist, travel, resort and vacation businesses in the State of New York, and

WHEREAS, In order for Albany County to participate in the program, the County Legislature must designate a tourist promotion agency to make such application and to receive grants matching the funds expended by said tourist promotion agency, now, therefore be it

RESOLVED, By the Albany County Legislature that the Albany County Convention and Visitors Bureau, Inc. is hereby designated as the tourist promotion agency authorized to make applications and to receive grants under the I Love New York Matching Funds Program for 2021, 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 and the Albany County Convention and Visitors Bureau.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 14, 2020

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

Dear Chairman Joyce:

The owner of 60 Trinity Lane – the property directly adjacent to and sharing waterfront with Lawson Lake County Park – has agreed to sell the property to the County for \$92,000. The purchase includes Mr. Coffey's home and his 25.9 acre property. This presents a unique opportunity to expand the size of our County Park, including complete control of the waterfront, while also preventing the potential alternative development of the property. Please see the attached purchase contract and tax map for additional information.

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-2005, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Contract Authorization for Property Transfer

Date: 10/13/2020
Submitted By: Lucas Rogers
Department: County Executive
Title: Policy Analyst
Phone: 518-447-7040
Department Rep.
Attending Meeting: Click or tap here to enter text.

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☒ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

John W Coffey

60 Trinity Lane

Coeymans, NY 12067

Additional Parties (Names/addresses):

Click or tap here to enter text.

Amount/Raise Schedule/Fee: \$92,000

Scope of Services: Purchase of property directly adjacent to Lawson Lake County Park

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:

A3650 44071

Appropriation Amount:

\$92,000

Source of Funding - (Percentages)

Federal:

Click or tap here to enter text.

State:

Click or tap here to enter text.

County:

100%

Local:

Click or tap here to enter text.

Term

Term: (Start and end date)

Purchase

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)

The owner of 60 Trinity Lane, the property directly adjacent to and sharing a waterfront with Lawson Lake County Park has agreed to sell the property to the County for \$92,000. The purchase includes Mr. Coffey's home and his 25.9 acre property. This presents a unique opportunity to expand the size of our County Park, including complete control of the waterfront, while also preventing potential alternative development of the property. Please see the attached purchase contract and tax map for additional information.

**CONTRACT FOR SALE
OF
REAL PROPERTY**

PARTIES TO AGREEMENT

John Coffey , residing at 1716 Schoharie Turnpike, Catskill, New York 12414, hereinafter referred to as Seller; and

County of Albany a Municipal Subdivision of the State of New York with offices at 112 State Street, Albany, New York 12207, hereinafter referred to as Purchaser.

AGREEMENT

The Seller agrees to sell all of the Seller's interests in, and the Purchaser agrees to purchase the Seller's interest in the real property more particularly described on the SCHEDULE "A" attached hereto, upon all of the terms and conditions herein.

DESCRIPTION OF PROPERTY

The property being sold and purchased is a one-family residence located at: 60 Trinity Lane, in the Town of Coeymans, County of Albany, State of New York, more particularly described in SCHEDULE "A" attached; Tax Map No. 129.-2-21.

PROPERTY INCLUDED IN SALE

Plumbing, pumps, heating fixtures and light fixtures, electrical systems, storm windows and screens, built in bathroom and kitchen cabinets, if now in or on said premises are represented to be owned by the Seller and are free and clear of all liens and encumbrances and are included in the sale. Specifically included in the sale: N/A

DEED

The Seller shall convey the premises to the Purchaser by a Bargain & Sale Deed (with covenant against grantor's acts) in proper form for recording. The said Deed shall be prepared, duly signed and acknowledged by the Seller, and shall have attached thereto any transfer tax stamps in the proper amount, all at the Seller's expense, so as to convey to the Purchaser the fee simple of the premises free and clear of all liens and encumbrances, except as otherwise stated herein.

The deed shall convey the property subject, however, to covenants, easements, restrictions, and agreements of record which are not disclosed in SCHEDULE "A"

annexed hereto providing that the same do not render the title unmarketable, and/or substantially impair the actual or intended use of the property.

EXISTING CONDITIONS & LIENS

The Seller shall convey the premises subject to:

(a) LIENS

The premises are being sold free and clear of any and all liens of any nature and description, except those expressly herein set forth.

(b) EXISTING LAW

Any and all zoning and environmental protection laws.

(c) ASSESSMENTS

Any unpaid installments of street, water or sewer and improvement assessments payable after the date of transfer of title to the premises.

(d) FACTS & SURVEY

Any state of facts which an inspection may show or an accurate survey may show providing that the same does not render the title to the property unmarketable or uninsurable.

(e) LOCAL LAW

All building, zoning or related ordinances or regulations of any governmental authority having competent jurisdiction over the property, providing the property as presently used is not in violation thereof, and if in violation thereof, the same is not saved or preserved by the benefit of any "grandfather" provision benefiting the use or construction.

PURCHASE PRICE

The purchase price shall be as follows:

PURCHASE PRICE	92,000.00
CONTRACT DEPOSIT	9,200.00
CASH AT CLOSING	82,800.00
TOTAL PURCHASE PRICE	92,000.00

DOWN PAYMENT

The down payment herein to the extent of **\$9,200.00** shall be held in escrow in a non-interest bearing account by the attorney for the Seller, Deily & Schaefer, Attorneys, as Escrow Agent for Seller, in The Bank of Greene County at Main and Church Streets, Catskill, New York, until closing of title, or until this contract is otherwise rendered null and void pursuant to its terms, and thereafter shall be disbursed to Seller or Purchaser, as the case may be. Seller's attorney shall receive no payment for handling such amount and shall not be liable for such handling except in the case of gross negligence or willful disregard of the provisions of this contract.

AS IS CONDITION

The Purchaser is purchasing the property in **"AS IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE.**

The Purchaser acknowledges, for himself and his successors, heirs and assignees, that Purchaser has been given a reasonable opportunity to inspect and investigate the property and all improvements therein, either independently or through agents of Purchaser's choosing, and that, in purchasing the property, Purchaser is not relying on Seller or Seller's agents as to the condition of the property and/or any improvements thereon, including, but not necessarily limited to, electrical, plumbing, heating, sewage, roof, foundation, environmental condition or status, soils and geology, lot size or suitability of the property and/or its improvements for particular purposes, or that any appliances, if any, plumbing and/or that the property or improvements are structurally sound and/or in compliance with any city, county, state and/or federal statutes, code or ordinances.

The closing of this transaction shall constitute an acknowledgment by Purchaser that **THE PREMISES WERE ACCEPTED WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE AND IN AN "AS IS" CONDITION BASED SOLELY ON PURCHASER'S OWN INSPECTION.**

The Purchaser further understands that neither Seller nor Seller's agent warrants the square footage of the property, and Seller suggests that if the square footage is of material importance, Purchaser is to measure the property.

CLOSING

The transfer shall occur on or about **November 6, 2020**, and will be held at the law offices of **DEILY & SCHAEFER**, One Bridge Street, Catskill, New York,, or at such other place as agreed to by the parties.

ADDITIONAL DOCUMENTS, ETC.

In connection with the transactions contemplated by this Agreement, the parties hereto agree to execute such additional documents and papers and to perform and do such additional acts and things as may be reasonably necessary and proper to effectuate and carry out the transactions contemplated by this Agreement.

APPORTIONMENTS

The following are to be apportioned as of midnight of the day before the date of closing: (a) Taxes, water charges and sewer rents, on the basis of the fiscal period for which assessed; and (b) fuel oil and/or propane, if any.

If the closing shall occur before a new bill is issued, the apportionment of taxes shall be upon the basis of the old tax bill for the preceding period applied to the latest assessed valuation.

The Seller and the Purchaser agree that any errors or omissions in computing apportionments or adjustments at the time of closing shall be corrected, and this provision shall survive the closing of title and the delivery of the deed.

PURCHASER'S LIEN

All sums paid on account of this agreement and the reasonable expense of examination of the title to said premises are hereby made liens thereon, but such liens shall not continue after default by the Purchaser under this agreement.

LIMITATION OF LIABILITY

If the Seller is unable to transfer title to the Purchaser in accordance with this agreement, the Seller's sole liability shall be to refund all money paid on account of this agreement and the Purchaser's cost of having the title examination made. Upon such refund and payment, this agreement shall be considered cancelled, and neither the Seller nor the Purchaser shall have any further rights against the other.

FIRE AND CASUALTY LOSSES

The Purchaser and the Seller agree that Section 5-1311 of the General Obligations Law of the State of New York shall apply to this agreement.

CONDITION OF PROPERTY

The Purchaser has inspected and examined the premises and is thoroughly acquainted with their condition and waives the right to receive a credit of \$500.00 in

lieu of the Real Property Condition Report. The Seller has not made and does not make any representations as to the condition of the premises and the Purchaser agrees to take the same "as is".

Purchaser shall also have the right to inspect the subject premises within forty-eight hours prior to closing to insure compliance with the terms of this contract.

SELLER'S PERFORMANCE

It is agreed that, by the delivery and acceptance of the deed at the closing of title, the liabilities and responsibilities of the Seller shall be deemed to have been fully complied with and all of the Seller's covenants under this agreement to have been fully performed, except only as to those provisions which are expressly represented to survive the closing of title.

ENFORCEABLE AGREEMENT

The Contract shall be considered only as an offer to Purchaser and shall not be enforceable against the Seller until the same and all of its terms and conditions are approved by Seller and this Contract executed and delivered by and on behalf of Seller.

MODIFICATIONS and CHANGES

Neither this agreement nor any provision hereof shall be modified, changed, discharged, or terminated except by an instrument in writing signed by the party against whom the enforcement of any modification change or discharge or termination is sought.

TITLES, SINGULAR/PLURAL

The titles of the articles herein are for convenience of reference and shall not be deemed to modify or affect the interpretation of this agreement. Wherever the sense of this agreement shall require, the words "Purchaser" and "Seller" shall be considered as plural.

PARTIES BOUND, POSSESSION

This agreement shall also apply to and bind the distributees, heirs, executors, administrations, successors and assigns of the respective parties. The Purchaser shall have possession upon closing of title.

ENTIRE AGREEMENT

This contract contains all of the agreements hereto. There are no other promises, terms, conditions, warranties, representations or statements made by either party to the

other and each party represents to the other that he or she is not relying upon any such promise, term, condition, warranty, representation of statement in executing this agreement. This agreement shall bind and shall apply to the heirs, legal representatives, successors and assigns of the respective parties. It may not be changed orally.

DEFINITIONS

Whenever gender, number or other consideration require that "Sellers" be construed as "Seller" or "Purchasers" as "Purchaser", this contract shall be interpreted whenever the sense so requires.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this _____ day of _____, 2020.

COUNTY OF ALBANY

Seller - John Coffey

BY _____
Purchaser -

SCHEDULE "A"

All that tract or parcel of land situate in the Town of Coeymans, Albany County, New York bounded on the north by lands now or formerly of Walter McCullough; on the east by Lawson's Lake; on the south by the lands now or formerly of Quintus Shaller; and on the west by lands now or formerly of G.L. Leggett, which premises appeared on the assessment roll for the Town of Coeymans for the year 1885 assessed to John Rowe heirs, and being the same premises described in a deed from Frank Campbell, Comptroller of the State of New York, to Solomon C. Rowe, dated January 18, 1893, and recorded in the Albany County Clerk's Office in Book 444 of Deeds at page 342.

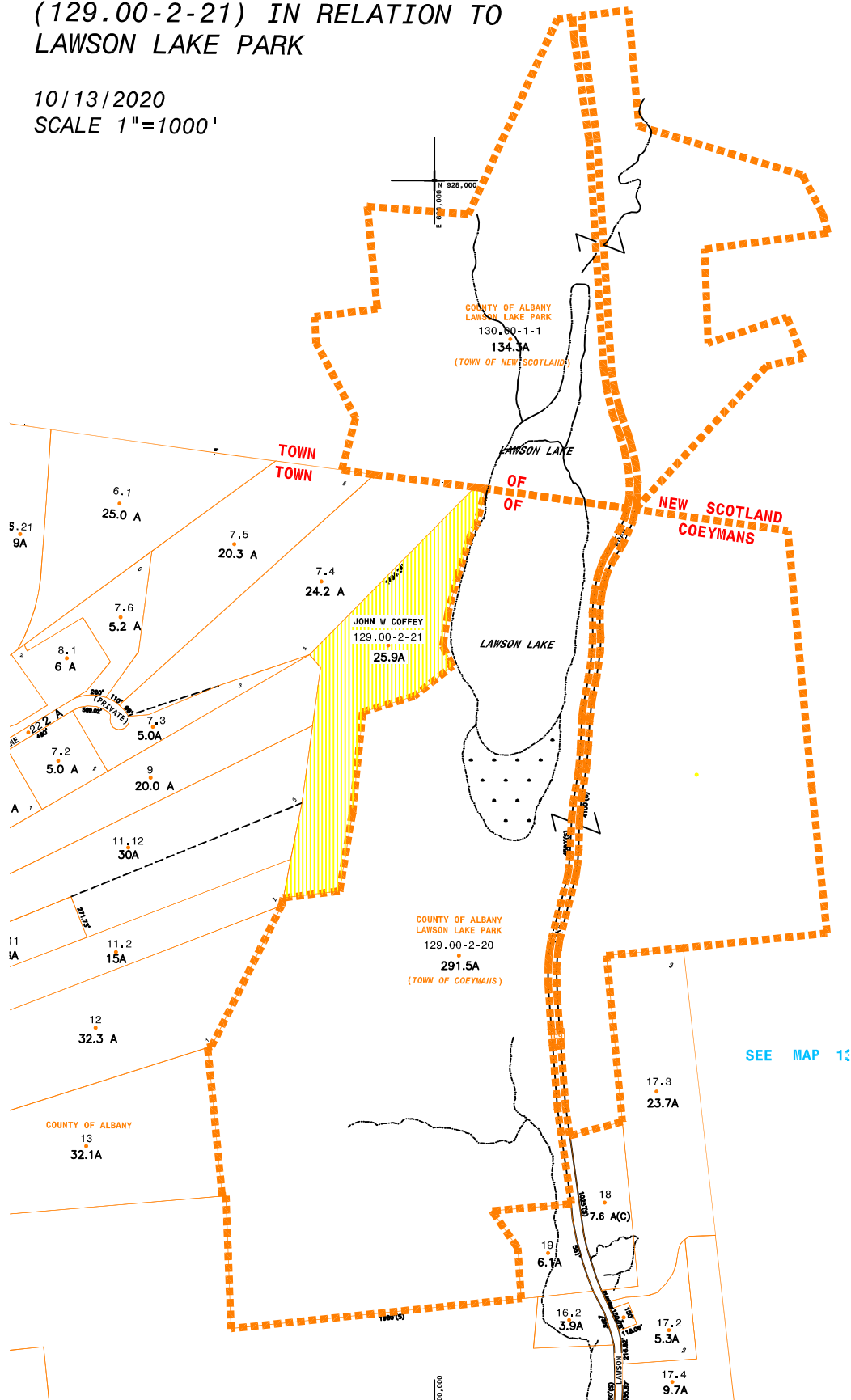
Subject to all enforceable covenants, conditions, easements, and restrictions of record.

Subject to any state of facts which an accurate survey and/or personal inspection of the premises would disclose.

Being the same premises conveyed to Linda E. Lawton, by Warranty Deed from Daniel W. Tidd as Trustee of the Eunice A. Lawton Irrevocable Intervivos Trust, dated January 28, 2008, and recorded in the Albany County Clerk's Office on January 29, 2008, in Liber 2910 of Deeds at page 5.

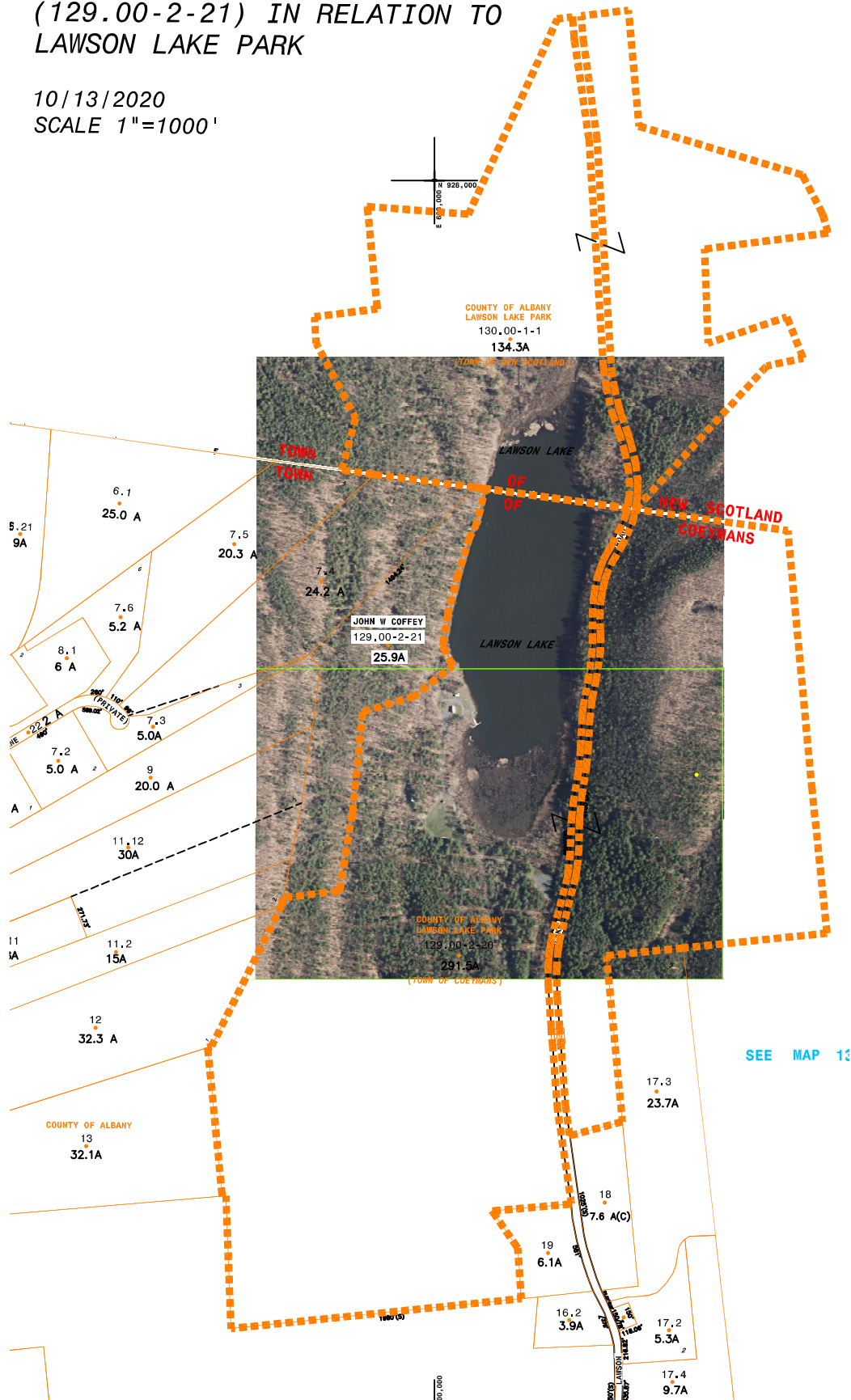
COMPOSITE TAX MAP SHOWING
JOHN W. COFFEY PARCEL
(129.00-2-21) IN RELATION TO
LAWSON LAKE PARK

10/13/2020
SCALE 1"=1000'



COMPOSITE TAX MAP SHOWING
JOHN W. COFFEY PARCEL
(129.00-2-21) IN RELATION TO
LAWSON LAKE PARK

10/13/2020
SCALE 1"=1000'



RESOLUTION NO. 441

AUTHORIZING THE PURCHASE OF REAL PROPERTY LOCATED AT 60 TRINITY LANE (TAX MAP NO. 129.-2-21) IN THE TOWN OF COEYMANS

Introduced: 11/9/20

By: Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to purchase a 25.9 +/- acre parcel located at 60 Trinity Lane in the Town of Coeymans (Tax Map No. 129.-2-21) in an amount not to exceed \$92,000, and

WHEREAS, This purchase would enable the County to secure all waterfront rights at Lawson Lake and expand the Lawson Lake County Park, 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 purchase a 25.9 +/- acre parcel of real property located at 60 Trinity Lane in the Town of Coeymans (Tax Map No. 129.-2-21), in an amount not to exceed \$92,000, and, be it further

RESOLVED, That the County Attorney is authorized to approve said documents 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 5, 2020

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

Dear Chairman Joyce:

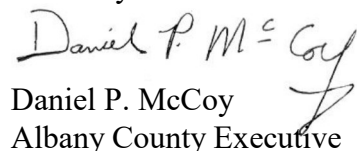
The Office of the Albany County Executive respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with BEAVER DAM SOLAR 1, LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem ("Town") at 275 Beaver Dam Rd.

Real Property Tax Law (RPTL) § 487 exempts the value of a solar panel system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar panel system is exempt from property tax for fifteen years. Pursuant to §487 a taxing jurisdiction can require a solar developer to pay an annual fee or "payment-in-lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the exemption.

The developer proposed an annual PILOT payment of \$5,000 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSERDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$25,000. The 15-year term shall commence on the first taxable status date following commencement of construction, which will result in an initial PILOT payment in April of 2022.

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
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1892, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Authorization to enter into a PILOT Agreement with Borrego Solar

Date: 10/7/2020
Submitted By: Lucas Rogers
Department: County Executive
Title: Senior Policy Analyst
Phone: 518-447-5566
Department Rep.
Attending Meeting: Lucas Rogers

Purpose of Request:

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

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- ☐ Contractual
- ☐ Equipment
- ☐ Fringe
- ☐ Personnel
- ☐ Personnel Non-Individual

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☒ Other: (state if not listed)

PILOT Agreement

Contract Terms/Conditions:

Party (Name/address):

BEAVER DAM SOLAR 1, LLC

1814 Franklin St #700

Oakland, CA 94612

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:

Payment in Lieu of Taxes Agreement for proposed solar energy system

in the Town of Bethlehem

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: Will be included in 2022 Budget
Revenue Amount: \$25,000/year with two percent escalator

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) 11/15/2020 - 11/15/2037
Length of Contract: 17 years

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

Previous requests for Identical or Similar Action:

Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)

The Office of the Albany County Executive respectfully requests authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with BEAVER DAM SOLAR 1, LLC. The owner is proposing to develop a 5 Megawatt AC solar energy system on a parcel of land located within the Town of Bethlehem ("Town") at 275 Beaver Dam Rd.

Real Property Tax Law (RPTL) § 487 exempts the value of a solar panel system from local property taxes. Under the law, any increase in the property value attributable to the addition of the solar panel system is exempt from property tax for fifteen years. Pursuant to §487 a taxing jurisdiction can require a solar developer to pay an annual fee or "payment- in-lieu of taxes" as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the exemption.

The developer proposed an annual PILOT payment of \$5,000 per Megawatt AC of Capacity with a two percent annual escalator. This amount falls within the NYSEDA PILOT rate guidance for National Grid territory. Based on the size of this project the first year PILOT payment will be \$25,000. The 15-year term shall commence on the first taxable status date following commencement of construction, which will result in an initial PILOT payment in April of 2022.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS

between

THE COUNTY OF ALBANY, NEW YORK

and

BEAVER DAM SOLAR 1, LLC

Dated as of _____, 2020

RELATING TO THE PREMISES LOCATED AT 275 BEAVER
DAM RD (TAX MAP 121.00-3-24.2) IN THE TOWN OF
BETHLEHEM, ALBANY COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, made by and between BEAVER DAM SOLAR 1, LLC (the “Owner”) with a principal place of business located at 1814 FRANKLIN ST #700, OAKLAND, CA 94612 and

The COUNTY OF ALBANY, NEW YORK, a New York municipal corporation having principal office located at 112 State St, Albany, NY 12207 (the “Taxing Jurisdiction”). Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately 5 Megawatts AC on a parcel of land located within the Town of Bethlehem (“Town”) at 275 Beaver Dam Rd and identified as SBL # 121.00-3-24.2, as described in Exhibit A (herein the “Property”); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and

WHEREAS, pursuant to RPTL Section 487 (9)(a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the Town a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing limited liability company, duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Owner's execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner's Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.

2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.

3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except

such as have been duly or will be obtained or made.

4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$5,000 per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by two percent (2%) per year. Based on the Capacity of 5 Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the 5 Megawatts AC on the date when the Project is mechanically complete and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be

increased or decreased on a pro rata basis for the remaining years of the Agreement.

5.Payment Collection.

Payments pursuant to this Agreement to the Taxing Jurisdiction shall be made payable to the County Treasurer and mailed to the County of Albany, c/o 112 State Street, Albany, New York 12207, and are due no later than April 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6.Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7.No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction which consent may not be unreasonably withheld or delayed, if the Assignee is reasonably acceptable to the Taxing Jurisdiction as being financially qualified to assume and has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8.Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration

of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

Beaver Dam Solar 1, LLC
c/o Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612

With a copy to:

Borrego Solar Systems, Inc.
1814 Franklin Street, Suite 700
Oakland, CA 94612
Attn: Legal Department

If to the Taxing Jurisdiction:

Attn:

Albany County Executive
112 State Street
Albany, New York 12207

With a copy to:

Albany County Attorney
112 State Street
Albany, New York 12207

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be

effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies; Waiver And Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement

between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

TAXING JURISDICTION

The County of Albany, New York

By _____
Daniel C. McCoy
Albany County Executive

Date

OWNER

BEAVER DAM SOLAR 1, LLC

By: 1115 Solar Development, LLC,
its sole member and manager

By _____
Brendan Neagle
VP Project Finance

Date

EXHIBIT A

Description of Land

Lease Area

All that tract or parcel of land being a Proposed Lease Area situate in the Town of Bethlehem, County of Albany and State of New York; being bounded and described as follows:

Beginning at the southeast corner of said Proposed Lease Area, said point being South 46°56'35" West a distance of 261.58 feet from the northwest corner of lands of Lori A. Scott and John J. Scott (L 3102, P 521); running thence along the bounds of said Proposed Lease Area, running through the lands of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta (Instrument R 2016, P 18618) the following twenty courses and distances:

- 1) North 60°00'00" West 315.20 feet;
- 2) North 59°58'58" West 174.24 feet;
- 3) North 39°26'28" West 196.53 feet;
- 4) North 05°32'49" East 697.20 feet;
- 5) North 30°11'07" East 257.74 feet;
- 6) South 69°55'52" East 120.94 feet;
- 7) South 60°00'00" East 124.50 feet;
- 8) South 07°20'46" West 412.34 feet;
- 9) South 60°00'00" East 68.00 feet;
- 10) South 29°59'58" West 47.98 feet;
- 11) South 60°02'42" East 185.18 feet;
- 12) North 30°00'00" East 437.62 feet;
- 13) North 87°50'34" East 613.18 feet;
- 14) South 60°00'00" East 404.48 feet;
- 15) South 10°03'13" West 167.05 feet;
- 16) South 60°00'00" East 91.94 feet;
- 17) South 30°00'54" West 349.95 feet;

- 18) South 68°24'46" West 559.44 feet;
- 19) North 59°59'56" West 419.24 feet;
- 20) South 30°00'00" West 372.63 feet;

feet to the point of beginning. Containing 30.718 acres of land. Bearings refer to True North.

For details of monumentation and other evidence reference is hereby made to a map entitled "Lease Exhibit of a Proposed Leasehold Premises of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta ...", dated October 29, 2019, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

ACCESS & UTILITY EASEMENT

All that tract or parcel of land being a Proposed Access & Utility Easement situate in the Town of Bethlehem, County of Albany and State of New York; being bounded and described as follows:

Beginning at the northeast corner of said Proposed Access & Utility easement, said point being South 60°00'00" East 20.00 feet from the Southeast corner of a Proposed Lease Area; running thence along the bounds of said Proposed Access & Utility easement, running through the lands of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta (Instrument R 2016, P 18618) the following twenty-two courses and distances:

- 1) South 30°00'00" West 197.38 feet;
- 2) South 59°29'19" West 499.17 feet;
- 3) on a curve to the left, with a radius of 80.00 feet, an arc length of 73.31 feet and a Delta angle of 52°30'23";
- 4) South 05°34'49" West 532.94 feet;
- 5) South 67°43'14" East 52.20 feet;
- 6) South 05°34'49" West 60.00 feet;
- 7) South 80°03'22" West 56.04 feet;
- 8) South 05°34'49" West 159.19 feet;
- 9) South 19°46'55" West 76.04 feet;
- 10) South 06°59'02" West 338.87 feet;
- 11) South 08°25'36" West 387.83 feet to a point on the northerly bounds of Beaver Dam Road;
- 12) North 79°24'10" West 56.04 feet along the northerly bounds of Beaver Dam Road;
- 13) North 08°25'45" East 384.29 feet;

- 14) North 06°59'02" East 343.30 feet;
- 15) North 18°56'48" East 80.15 feet;
- 16) North 05°34'49" East 772.06 feet;
- 17) on a curve to the right, with a radius of 140.00 feet, an arc length of 128.89 feet and a Delta angle of 52°44'51";
- 18) North 59°29'19" East 484.25 feet;
- 19) North 15°28'20" East 74.21 feet;
- 20) North 59°40'31" West 31.97 feet;
- 21) North 30°19'29" East 109.58 feet to a point on the southerly bounds of a proposed Lease Area;
- 22) South 60°00'00" East 109.96 feet along the southerly bounds of said proposed Lease Area;

to the point of beginning. Containing 3.397 acres of land. Bearings refer to True North. For details of monumentation and other evidence reference is hereby made to a map entitled "Lease Exhibit of a Proposed Leasehold Premises of Paul Brian Pagnotta and Jennifer Cerulli-Pagnotta ...", dated October 29, 2019, prepared by Lawson Surveying and Mapping, Oneonta, N.Y.

EXHIBIT B

PILOT Amount	\$ 25,000.00	Escalator:	2%
<u>Year</u>		<u>Year Payment Amount</u>	
1		\$	25,000.00
2		\$	25,500.00
3		\$	26,010.00
4		\$	26,530.20
5		\$	27,060.80
6		\$	27,602.02
7		\$	28,154.06
8		\$	28,717.14
9		\$	29,291.48
10		\$	29,877.31
11		\$	30,474.86
12		\$	31,084.36
13		\$	31,706.04
14		\$	32,340.17
15		\$	32,986.97

Solar Payment-In-Lieu-Of-Taxes (PILOT)

Assisting New York State municipalities considering PILOT agreements for community solar projects larger than one megawatt.



NYSERDA

Solar Guidebook for Local Governments
NYSERDA 17 Columbia Circle Albany, NY 12203

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Overview

The following toolkit is for local governments in New York State who are considering a payment-in-lieu-of-taxes (PILOT) agreement for solar projects larger than one megawatt (MW). We provide resources for local governments to gain more information on PILOT agreements. A few notable resources within the toolkit are the New York Model Solar Energy PILOT Law, Model Solar PILOT Agreement for a single jurisdiction, and the PILOT calculator for taxing jurisdictions, which can be accessed here and under the PILOT toolkit section below.¹⁸

1. Community Solar

In addition to residential, commercial, and municipal projects, a relatively new kind of solar project, “community solar,” has emerged as an efficient and affordable way for all New Yorkers to gain access to clean energy. Community solar projects are much larger, typically in the 2-5MW range and allow individuals (including renters and others who cannot install a system on their own roof) to purchase individual panels or some fraction of the electricity the entire system generates. These customers receive credits for this electricity on their monthly utility bills.

A community solar project brings revenues and benefits to a community and its residents in several ways. The owner of a project site will typically lease land to the solar company in return for lease payments. Community solar customers, which may include municipalities, businesses, and residents, save money on their utility bills. Taxing jurisdictions can benefit from PILOT payments. At the same time, given the passive nature of a solar array, a solar project does not create increased demands on municipal services and infrastructure.

2. Real Property Tax Law (RPTL) § 487

As a measure to promote the installation of clean energy sources, the New York State legislature adopted a section of the RPTL § 487 that exempts the value of a solar panel system from local property taxes.¹⁹ Under the law, any increase in the property value attributable to the addition of the solar panel system is exempt from property tax. The RPTL § 487 exemption has been a cornerstone of the State’s efforts to meet its clean energy goals, providing essential economic incentives for solar. The law does, however, allow any taxing jurisdiction (town, school, etc.) to “opt-out” of the tax exemption by adopting a local law or resolution, making the added value of a solar panel system fully taxable. Alternatively, a taxing jurisdiction that does not opt-out can require a solar developer to pay an annual fee or “payment- in-lieu of taxes” as a replacement for the taxes it would have otherwise collected. Under the law, PILOT amounts cannot exceed what the tax amount would have been without the exemption. Additionally, the law does not allow jurisdictions to partially opt out of the law to generate tax revenue from large solar projects while exempting the small systems of homeowners. Opting out of RPTL § 487 makes community solar projects financially unviable and makes homeowners’ rooftop systems more expensive.

¹⁸ The terms “taxing jurisdictions” and “jurisdictions” include counties, cities, towns, villages and school districts.

¹⁹ New York State Real Property Tax Law § 487 provides a 15-year real property tax exemption for properties located in New York State with renewable energy systems, including solar electric systems. The law applies only to the value that a solar electric system adds to the overall value of the property; it does not mean that landowners with an installed renewable energy system are exempt from all property tax. Local governments have the option to opt out of RPTL § 487 and tax solar projects at the full property tax rate, but doing so can impact project economics in a way that unintentionally prohibits developers from building projects. For more information on RPTL § 487, see Understanding New York State’s Real Property Tax Law § 487 fact sheet. A local government that does not opt out of RPTL § 487 can still generate revenue through PILOT agreements.

NYSERDA understands that many communities have little or no experience with solar PILOT agreements or with assessing the value of large-scale solar projects. Information is difficult to obtain by consulting other communities because few communities have completed large-scale solar projects.

Two common questions have arisen from New York State municipal officials and other interested parties:

- (1) If we do not opt-out and seek a PILOT, what is a fair PILOT amount based on what projects can afford?
- (2) What are the steps to negotiate a successful PILOT agreement?

The answer to the first question is complicated, as PILOTs are often negotiated for individual projects, and the PILOT amount a project can afford depends on many factors, including construction and maintenance costs, and the amount of revenue from electricity sales. From the point of view of solar developers, if the PILOT amount is too high, they will not be able to make the project economically feasible and will not proceed. So, the amount of revenue available for a PILOT is dependent on the overall project economics. The first question then becomes, “What PILOT amount will allow the jurisdiction and its residents to enjoy the benefits of the project, but will not make the project financially unviable and unattractive to a developer?”

NYSERDA’s research indicates that PILOT rates should be negotiable between 1% and 3% of the compensation solar developers receive for the electricity their projects generate.²⁰ This research includes an independent analysis of current solar market data and an analysis of solar project compensation rates established under the preliminary value stack in the New York Public Service Commission’s March 2017 Value of Distributed Energy Resources (VDER) order. The new solar energy compensation methodology will likely reduce project revenue. NYSERDA will review and update its PILOT guidance regularly; taxing jurisdictions are encouraged to adjust their PILOT rates accordingly.

NYSERDA offers the Solar PILOT Toolkit as a resource to help municipalities and solar developers negotiate successful PILOT agreements. The following describes the Toolkit’s contents.

3. Solar PILOT Toolkit

3.1 The Model Solar PILOT Law

The Model Solar PILOT Law, or resolution, provides a sample template for jurisdictions that wish to establish the legal authority to implement a formulaic, jurisdiction-wide PILOT agreement process with solar developers. The model law cites the appropriate laws to do so and includes blank fields for jurisdictions to fill in. The model law exempts projects smaller than 1 MW AC as the amount of PILOT revenue may not justify the cost of negotiating the PILOT.

3.2 The Model Solar PILOT Agreement

Only jurisdictions that do not opt out of RPTL § 487 may enter PILOT agreements. The Model Solar PILOT Agreement provides a draft contract that jurisdictions can sign with solar developers. The agreement can be tailored to meet a jurisdiction’s specific needs and includes blank fields for the jurisdiction to fill in. Jurisdictions may negotiate PILOT rates with solar developers on a project-by-project basis or may adopt a jurisdiction-wide rate for certain types of solar panel systems, typically in the form of annual payments based on a dollar-per-MW rate.

²⁰ NYSERDA continuously assesses market data and Public Service Commission proceedings and may revise this Toolkit when appropriate.

3.3 The Solar PILOT Calculator

The Solar PILOT Calculator can be accessed [here](#).

This tool provides PILOT rate guidance for solar projects and includes two separate calculators.²¹ Calculator One should be used to set a uniform PILOT rate across an entire jurisdiction.

The following table displays sample PILOT rates generated by Calculator One for a 2-MW AC community solar project in each utility service territory. The “Low” and “High” rates represent 1% and 3% of the compensation solar developers receive for the electricity their projects generate. NYSERDA’s research of solar project economics across the State indicates that such projects should be able to afford rates within this range.

	Low (\$/MW AC)	High (\$/MW AC)
Central Hudson	\$2,600	\$7,600
Orange & Rockland	\$3,200	\$9,500
National Grid	\$1,700	\$5,100
NYSEG	\$1,700	\$5,000
Con Edison	\$3,700	\$11,100
Rochester Gas & Electric	\$1,700	\$5,000

Calculator Two should be used to set PILOT rates on a project-by-project basis. It is highly customizable, taking into account extensive project-specific data and all factors affecting solar project economics. Users may accept the default values but are encouraged to enter project-specific data. Calculator Two estimates PILOT rates based on the net present value of a project’s unlevered cash flow that achieves a specified pre-tax internal rate of return.

²¹ Each calculator’s outputs reflect the sum total of all PILOT payments, property taxes from taxing jurisdictions which have opted-out of the exemption, and special district taxes (which are not exempt under RPTL § 487).

4. New York Model Solar Energy System PILOT Law

The workable version of this document can be found at nysersda.ny.gov/SolarGuidebook, under the PILOT tab.

§1. Title

This Local Law [if for a school district, change “Law” to “Resolution” throughout this document] may be cited as the “Solar Energy System PILOT Law of the [Village/Town/City/County/School District] of _____, New York.”

§2. Purpose

This Local Law [Resolution] is adopted to ensure that the benefits of the community’s solar energy resource are available to the entire community, by promoting the installation of solar energy generating equipment through a payment-in-lieu-taxes (PILOT), granting reduced costs to system developers and energy consumers, and providing a revenue stream to the entire community.

§3. Authority [IF MUNICIPALITY]

This Local Law is adopted under the authority granted by

1. Article IX of the New York State Constitution, §2(c)(8),
2. New York Statute of Local Governments, § 10 (5),
3. New York Municipal Home Rule Law, § 10 (1)(i) and (ii) and §10 (1)(a)(8), and
4. New York Real Property Tax Law § 487(9).

§3. Authority [IF SCHOOL DISTRICT]

This Resolution is adopted under the authority granted by New York Real Property Tax Law § 487(9).

§4. Definitions

1. “Annual Payment” means the payment due under a PILOT Agreement entered into pursuant to Real Property Tax Law § 487(9).
2. “Annual Payment Date” means January 1st of each year [September 1st for school districts].
3. “Capacity” means the manufacturer’s nameplate capacity of the Solar Energy System as measured in kilowatts (kW) or megawatts (MW) AC.
4. “Owner” means the owner of the property on which a Solar Energy System is located or installed, or their lessee, licensee or other person authorized to install and operate a Solar Energy System on the property.
5. “Residential Solar Energy Systems” means a Solar Energy System with a nameplate generating capacity less than 50 kW AC in size, installed on the roof or the property of a residential dwelling (including multi-family dwellings), and designed to serve that dwelling.
6. “Solar Energy Equipment” means collectors, controls, energy storage devices, heat pumps and pumps, heat exchangers, windmills, and other materials, hardware or equipment necessary to the process by which solar radiation is (i) collected, (ii) converted into another form of energy such as thermal, electrical, mechanical or chemical, (iii) stored, (iv) protected from unnecessary dissipation and (v) distributed. It does not include pipes, controls, insulation or other equipment which are part of the normal heating, cooling, or insulation system of a building. It does include insulated glazing or insulation to the extent that such materials exceed the energy efficiency standards required by New York law.
7. “Solar Energy System” means an arrangement or combination of Solar Energy Equipment designed to provide heating, cooling, hot water, or mechanical, chemical, or electrical energy by the collection of solar energy and its conversion, storage, protection and distribution.

§5. PILOT Required

1. The owner of a property on which a Solar Energy System is located or installed (including any improvement, reconstruction, or replacement thereof), shall enter into a PILOT Agreement with the [Village/Town/City/County/School District] consistent with the terms of this Local Law [Resolution], except for
 - a) Residential Solar Energy Systems
 - b) Solar Energy Systems that do not seek or qualify for an exemption from real property taxes pursuant to Real Property Tax Law § 487(4).

2. The Lessee or licensee of any owner of a property required to enter into a PILOT Agreement by this section, which owns or controls the Solar Energy System, may enter into the PILOT Agreement on behalf of the owner of the property.
3. Upon receipt of any notification from an owner or other person of intent to install a Solar Energy System, the [title of appropriate official, e.g., Town Supervisor, Superintendent, Building Inspector] shall immediately, but in no case more than sixty days after receipt of the notification, notify the owner or other person of the mandatory requirement for a PILOT Agreement pursuant to the terms of this Local Law [Resolution].
4. Nothing in this Local Law [Resolution] shall exempt any requirement for compliance with state and local codes for the installation of any solar energy equipment or a solar energy system, or authorize the installation of any solar energy equipment or a solar energy system. All solar energy systems must file a Real Property Tax Exemption application pursuant to Real Property Tax Law § 487 to receive a tax exemption.

§6. Contents of PILOT Agreements

1. Each PILOT Agreement entered into shall include
 - a) Name and contact information of the Owner or other party authorized to act upon behalf of the Owner of the Solar Energy System.
 - b) The SBL number for each parcel or portion of a parcel on which the Solar Energy System will be located.
 - c) A requirement for fifteen successive annual payments, to be paid commencing on the first Annual Payment Date after the effective date of the Real Property Tax Exemption granted pursuant to Real Property Tax Law § 487.
 - d) The Capacity of the Solar Energy System, and that if the Capacity is increased or increased as a result of a system upgrade, replacement, partial removal or retirement of Solar Energy Equipment, the annual payments shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.
 - e) That the parties agree that under the authority of Real Property Tax Law § 487 the Solar Energy System shall be considered exempt from real property taxes for the fifteen- year life of the PILOT Agreement.
 - f) That the PILOT Agreement may not be assigned without the prior written consent of the [Village/Town/City/County/School District], which consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner, except that the Owner may, with advance written notice to the [Village/Town/City/County/School District] but without prior consent, assign its payment obligations under the PILOT Agreement to an affiliate of the Owner or to any party who has provided or is providing financing to the Owner for or related to the Solar Energy System, and has agreed in writing to accept all payment obligations of the Owner.
 - g) That a Notice of this Agreement may be recorded by the Owner at its expense, and that the [Village/Town/City/County/School District] shall cooperate in the execution of any Notices or Assignments with the Owner and its successors.
 - h) That the Annual Payment shall be
 - i) For Solar Energy Systems with a Capacity greater than 1 MW and less than 5MW, \$____per MW of Capacity.
 - ii) For Solar Energy Systems with a Capacity greater than 5MW will be determined on a case by case basis.
 - i) That the Annual Payment shall escalate ____ percent (____%) per year, starting with the second Annual Payment.
 - j. That if the Annual Payment is not paid when due, that upon failure to cure within thirty days, the [Village/Town/City/County/School District] may cancel the PILOT Agreement without notice to the Owner, and the Solar Energy System shall thereafter be subject to taxation at its full assessed value.

§7. Severability

Should any provision of this Local Law [Resolution] be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law [Resolution] as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

§8. Effective Date

This Local Law [Resolution] shall be effective upon its filing with the Secretary of State in accordance with the Municipal Home Rule Law, and shall apply to all solar energy systems constructed.

5. Model Solar PILOT Agreement for a Single Jurisdiction

The workable version of this document can be found at nyseda.ny.gov/SolarGuidebook, under the PILOT tab.

PAYMENT IN LIEU OF TAXES AGREEMENT FOR SOLAR ENERGY SYSTEMS

between

[NAME OF TAXING JURISDICTION]

and

[NAME OF OWNER]

Dated as of _____, 2017

RELATING TO THE PREMISES LOCATED AT _____
(TAX MAP _____) IN THE (TOWN/COUNTY/VILLAGE,
_____ COUNTY, NEW YORK.

PAYMENT IN LIEU OF TAXES AGREEMENT
FOR SOLAR ENERGY SYSTEMS PURSUANT TO REAL PROPERTY TAX LAW § 487

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR REAL PROPERTY, effective as of the date on the cover page, above, by and between [ENTER OWNER NAME] (the “Owner”), a Owner, with a principal place of business located at _____ [ENTER ADDRESS]; and [choose ONE as appropriate]

the [ENTER SCHOOL DISTRICT NAME], (the “School District”), a school district duly established with a principal place of business located at _____ [ENTER ADDRESS];

the [Village/Town/City] of _____, New York, (the “Town”), a municipal corporation duly established in _____ County with a principal place of business located at _____ [ENTER ADDRESS];

the County of _____, New York, a municipal corporation duly established with a principal place of business located at _____ [ENTER ADDRESS] (the “County”);

the School District/Town/County is herein referred to as the “Taxing Jurisdiction.” Owner and the Taxing Jurisdiction are collectively referred to in this Agreement as the “Parties” and are individually referred to as a “Party.”

RECITALS

WHEREAS, Owner has submitted a Notice of Intent to the Taxing Jurisdiction that it plans to build and operate a “Solar Energy System” as defined in New York Real Property Tax Law (“RPTL”) Section 487 (1)(b) (herein the “Project”) with an expected nameplate capacity (“Capacity”) of approximately _____ Megawatts AC on a parcel of land located within the Village/Town/City at _____ and identified as SBL # _____, as described in Exhibit A (herein the “Property”); and;

WHEREAS, the Taxing Jurisdiction has not opted out of RPTL Section 487; and WHEREAS, pursuant to RPTL Section 487 (9) (a), the Taxing Jurisdiction has indicated its intent to require a Payment in Lieu of Taxes (“PILOT”) Agreement with the Owner, under which the Owner (or any successor owner of the Project) will be required to make annual payments to the Taxing Jurisdiction for each year during the term of this Agreement; and

WHEREAS, the Owner has submitted or will submit to the assessor of the (Village/Town/City) a RP-487 Application for Tax Exemption of Solar or Wind Energy Systems or Farm Waste Energy Systems, demonstrating its eligibility for a real property tax exemption pursuant to RPTL Section 487; and

WHEREAS, the Parties intend that, during the term of this Agreement, the Project will be placed on exempt portion of the assessment roll and the Owner will not be assessed for any statutory real property taxes for which it might otherwise be subjected under New York law with respect to the Project.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Representations of the Parties.

(a) The Owner hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Owner is duly organized, and a validly existing _____ (corporation, limited liability company, etc.) duly authorized to do business in the State of New York, has requisite authority to conduct its business as presently conducted or proposed to be conducted under this Agreement, and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Owner’s execution, delivery, and performance of this Agreement and this Agreement constitutes the Owner’s legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. None of the execution or delivery of this Agreement, the performance of the obligations in connection with the transactions contemplated hereby, or the fulfillment of the terms and conditions hereof will (i) conflict with or violate any provision of the Owner’s Certificate of Incorporation, Certificate of Formation, bylaws or other organizational documents or of any restriction or any agreement or instrument to which the Owner is a party and by which it is bound; (ii) conflict with, violate, or result in a breach of any applicable law, rule, regulation, or order of any court or other taxing jurisdiction or authority of government or ordinance of the State or any political subdivision thereof; or (iii) conflict with, violate, or result in a breach of or constitute a default under or result

in the imposition or creation of any mortgage, pledge, lien, security interest, or other encumbrance under this Agreement or under any term or condition of any mortgage, indenture, or any other agreement or instrument to which it is a party or by which it or any of the Owner's properties or assets are bound. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Owner, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Owner's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

(b) The Taxing Jurisdiction hereby represents, warrants, and covenants that, as of the date of this Agreement:

1. The Taxing Jurisdiction is duly organized, validly existing, and in good standing under the laws of the State of New York and has full legal right, power, and authority to execute, deliver, and perform all applicable terms and provisions of this Agreement.
2. All necessary action has been taken to authorize the Taxing Jurisdiction's execution, delivery, and performance of this Agreement, and this Agreement constitutes the Taxing Jurisdiction's legal, valid, and binding obligation enforceable against it in accordance with its terms.
3. No governmental approval by or with any government authority is required for the valid execution, delivery, and performance under this Agreement by the Taxing Jurisdiction except such as have been duly or will be obtained or made.
4. There is no action, suit, or proceeding, at law or in equity, or official investigation before or by any government authority pending or, to its knowledge, threatened against the Taxing Jurisdiction, wherein an anticipated decision, ruling, or finding would result in a material adverse effect on the Taxing Jurisdiction's ability to perform its obligations under this Agreement or on the validity or enforceability of this Agreement.

2. Tax Exemption; Payment in Lieu of Real Property Taxes.

(a) Tax-Exempt Status of the Project Facility. Pursuant to RPTL 487 the Parties hereto agree that the Project shall be placed by the Taxing Jurisdiction as exempt upon the assessment rolls of the Taxing Jurisdiction. A Real Property Tax Exemption Form (RP 487) has or will be filed with the Assessor responsible for the Taxing Jurisdiction and the Project is eligible for exemption pursuant to RPTL 487 (4).

(b) Owner agrees to make annual payments to the Taxing Jurisdiction in lieu of real property taxes for the Project for a period of fifteen (15) consecutive fiscal tax years; annual payments may not exceed the amounts that would otherwise be payable but for the RPTL 487 exemption. Such 15-year term shall commence on the first taxable status date selected by Owner following commencement of the construction of the Project (the "Commencement Date"), and shall end the fifteenth fiscal year following the Commercial Operations Date. The first annual payment shall be in the amount of \$___per Megawatt AC of Capacity (the "Annual Payment"). Thereafter Annual Payments will escalate by ___ percent (___%) per year. Based on the Capacity of _____Megawatts AC, Annual Payments to be made by Owner during the term of this Agreement shall be as listed in Exhibit B. Each Annual Payment will be paid to the Taxing Jurisdiction in accordance with Section 5 of this Agreement; and the annual payment amount and payment date will be noted on an annual bill issued by the Taxing Jurisdiction to the Owner, provided that any failure of the Taxing Jurisdiction to issue such a bill shall not relieve Owner of its obligation to make timely payments under this section.

(c) Owner agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor or reduction in the Taxing Jurisdiction tax rate, and the Taxing Jurisdiction agrees that the payments in lieu of taxes will not be increased on account of an inflation factor or increase in the Taxing Jurisdiction tax rate, all of which factors have been considered in arriving at the payment amounts reflected in this Agreement.

3. Change in Capacity at Mechanical Completion: Adjustments to Payments. To the extent that the Capacity of the Project is more or less than the _____Megawatts AC on the date when the Project is mechanically complete, and Owner has commenced production of electricity, the payments set forth in Exhibit B will be increased or decreased on a pro rata basis.

4. Change in Capacity After Mechanical Completion: Adjustments to Payments. If after the Completion Date the Capacity is increased or decreased as a result of the replacement or upgrade or partial removal or retirement of existing Project equipment or property or the addition of new Project equipment or property, the Annual Payments set forth in Exhibit B shall be increased or decreased on a pro rata basis for the remaining years of the Agreement.

5. Payment Collection. (depending on the type of jurisdiction – choose ONE)

Payments for the School District shall be made payable to the _____ School District and mailed to the School District, c/o the Superintendent's Office, located at [ENTER SCHOOL DISTRICT ADDRESS] and are due no later than September 15th of each year.

Payments for the Town shall be made payable to the Town of _____ and mailed to the Town of _____, c/o the Town of _____ Supervisor's Office, located at [ENTER TOWN ADDRESS] and are due no later than February 15th of each year.

Payments for the County shall be made payable to the County Treasurer and mailed to the County of _____, c/o [ENTER COUNTY ADDRESS], and are due no later than February 15th of each year.

All late payments shall accrue interest at the statutory rate for late tax payments under New York Law. Owner shall pay the reasonable attorney fees, court and other costs incurred by the Taxing Jurisdiction in the collection of the unpaid amounts. All payments by the Owner hereunder shall be paid in lawful money of the United States of America.

6. Tax Status. Separate Tax Lot. The Taxing Jurisdiction agrees that during the term of this Agreement, the Taxing Jurisdiction will not assess Owner for any real property taxes with respect to the Project to which Owner might otherwise be subject under New York law, and the Taxing Jurisdiction agrees that this Agreement will exclusively govern the payments of all such taxes, provided, however, that this Agreement is not intended to affect, and will not preclude the Taxing Jurisdiction from assessing, any other taxes, fees, charges, rates or assessments which the Owner is obligated to pay, including, but not limited to, special assessments or special district assessments, fees, or charges for services provided by the Taxing Jurisdiction to the Project. Nothing in this Agreement shall limit the right of the Owner to challenge the assessment of the Project pursuant to the RPTL.

7. No Assignments Without Prior Notice; Binding Effect.

(a) This Agreement may not be assigned by Owner without the prior written consent of the Taxing Jurisdiction; such consent may not be unreasonably withheld if the Assignee has agreed in writing to accept all obligations of the Owner. The restrictions on assignment contained herein do not prohibit or otherwise limit changes in control of Owner. If Owner assigns this Agreement with the advance written consent of the Taxing Jurisdiction, the Owner shall be released from all obligations under this Agreement upon assumption hereof in writing by the assignee, provided that Owner shall, as a condition of such assignment and to the reasonable satisfaction of the Taxing Jurisdiction, cure any defaults and satisfy all liabilities arising under this Agreement prior to the date of such assignment. A Notice of this Agreement may be recorded by Owner and the Taxing Jurisdiction shall cooperate in the execution of required Assignments with the Owner and its successors. Owner may, with advance written notice to the Taxing Jurisdiction and without prior consent, assign this Agreement to an affiliate of Owner or to any party who has provided or is providing financing to Owner for the construction, operation and/or maintenance of the Project.

(b) Binding Effect. This PILOT Agreement shall inure to the benefit of, and shall be binding upon, the Taxing Jurisdiction, the Owner and their respective successors and assigns.

8. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement have been negotiated in good faith in recognition of and with due consideration of the full and fair taxable value of the Project.

9. Additional Documentation and Actions. Subject to applicable laws and regulations, each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such reasonable additional instruments and documents as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement. Owner shall pay all reasonable attorneys' and consulting fees incurred by the Taxing Jurisdiction to review and negotiate any such instruments or documents.

10. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service, by hand, or by certified mail, return receipt requested. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

If to Owner:

With a copy to:

If to the Taxing Jurisdiction: Attn: Superintendent
Mayor
Town Supervisor County

With a copy to:

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

11. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the State of New York. Owner and the Taxing Jurisdiction each consent to the jurisdiction of the New York courts in and for the County in which the Project is located regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions. Accordingly, any litigation arising hereunder shall be brought solely in such courts.

12. Termination Rights of the Owner. Owner may terminate this Agreement at any time by Notice to the Taxing Jurisdiction. Upon receipt of the Notice of Termination, the Project shall be placed on the taxable portion of the tax roll effective on the next taxable status date of the Taxing Jurisdiction. Owner shall be liable for all PILOT payments due in the year of termination, except that if Owner is required to pay any part-year real property taxes, the PILOT payment for that year shall be reduced pro rata so that the Owner is not required to pay both PILOT payments and real property taxes for any period of time.

13. Termination Rights of Taxing Jurisdiction. Notwithstanding anything to the contrary in this Agreement, the Taxing Jurisdiction may terminate this Agreement on thirty (30) days written notice to Owner if:

- a. Owner fails to make timely payments required under this Agreement, unless such payment is received by the Taxing Jurisdiction within the 30-day notice period with interest as stated in this Agreement
- b. Owner has filed, or has had filed against it, a petition in Bankruptcy, or is otherwise insolvent;

14. Remedies; Waiver and Notice.

(A) No Remedy Exclusive. No remedy herein conferred upon or reserved to Party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute.

(B) Delay. No delay or omission in exercising any right or power accruing upon the occurrence of any breach of an obligation hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient.

(C) No Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to be a waiver of any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing.

15. Entire Agreement. The Parties agree that this is the entire, fully integrated Agreement between them with respect to payments in lieu of taxes for the Project.

16. Amendments. This Agreement may not be effectively amended, changed, modified, altered or terminated except by an instrument in writing executed by the parties hereto.

17. No Third-Party Beneficiaries. The Parties state that there are no third-party beneficiaries to this Agreement.

18. Severability. If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent and the remainder of this Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

19. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Executed by the undersigned as of the day and year first written above, each of whom represents that it is fully and duly authorized to act on behalf of and bind its principals.

By:

Name

Title

Date

Superintendent/Supervisor/County Official

Date

EXHIBIT A

Description of Land

EXHIBIT B

Year	Payment Amount

Questions?

If you have any questions regarding solar PILOT agreements, please email questions to cleanenergyhelp@nyserda.ny.gov or request free technical assistance at nyserda.ny.gov/SolarGuidebook. The NYSERDA team looks forward to partnering with communities across the state to help them meet their solar energy goals.

RESOLUTION NO. 442

AUTHORIZING THE COUNTY EXECUTIVE TO ENTER INTO A PAYMENT IN LIEU OF TAXES (PILOT) AGREEMENT WITH BEAVER DAM SOLAR 1, LLC REGARDING REAL PROPERTY LOCATED AT 275 BEAVER DAM ROAD (TAX MAP NO. 121.00-3-24.2) IN THE TOWN OF BETHLEHEM

Introduced: 11/9/20

By: Audit and Finance Committee:

WHEREAS, The County Executive has requested authorization to enter into a Payment in Lieu of Taxes (PILOT) agreement with Beaver Dam Solar 1, LLC, regarding the development of a five megawatt solar system at 275 Beaver Dam Road in the Town of Bethlehem (Tax Map No. 121.00-3-24.2), and

WHEREAS, New York State law exempts the value of a solar panel system from local property taxes for a period of 15 years, but also permits taxing agencies to enter into PILOT agreements with a solar panel system owner, and

WHEREAS, The proposed PILOT agreement would require an annual payment of \$25,000, with a 2% annual escalator clause over a period of 15 years beginning on the first taxable status date following commencement of construction, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a PILOT agreement with Beaver Dam Solar 1, LLC, Oakland, California 94612, regarding the development of a five megawatt solar system at 275 Beaver Dam Road in the Town of Bethlehem, with an initial payment of \$25,000, over a period of 15 years beginning on the first taxable status date following commencement of construction, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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.

RESOLUTION NO. 269

AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION AND AGREEMENT WITH THE NEW YORK STATE BOARD OF ELECTIONS REGARDING THE NYS HAVA CARES ACT GRANT AND AMENDING THE 2020 BOARD OF ELECTIONS BUDGET

Introduced: 8/10/20

By Audit and Finance Committee:

WHEREAS, The Commissioners of the Albany County Board of Elections have requested authorization to enter into an agreement with the New York State Board of Elections to accept Coronavirus Aid, Relief, and Economic Security (CARES) Act funding in an amount up to \$398,349 for the term commencing March 28, 2020 and ending November 16, 2020, and

WHEREAS, The Commissioners have also requested a budget amendment in order to incorporate the CARES Act funding into the 2020 Board of Elections Budget, and

WHEREAS, The Commissioners have indicated that the funding will be used to reimburse expenses in connection with the 2020 primary and general election cycle, now, therefore, be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the New York State Board of Elections to accept CARES Act funding in an amount up to \$398,349 for the term commencing March 28, 2020 and ending November 16, 2020, and, be it further

RESOLVED, That the 2020 Board of Elections Budget is hereby amended as follows:

Increase Revenue Account A3305 HAVA CARES Act by \$398,349

Increase Appropriation Account A1450.4 by \$398,349 by increasing line item A1450 4 4046 Fees for Services by \$398,349

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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 – 8/10/20

RESOLUTION NO. 443

AMENDING RESOLUTION NO. 269 FOR 2020

Introduced: 11/9/20

By Audit and Finance Committee:

WHEREAS, By Resolution No. 269 for 2020, this Honorable Body authorized an amendment to the 2020 Board of Elections budget to accept New York State Board of Elections to accept Coronavirus Aid, Relief, and Economic Security (CARES) Act funding, and

WHEREAS, An amendment is necessary to incorporate said funding into the 2020 Albany County budget, now, therefore, be it

RESOLVED, By the Albany County Legislature, that Resolution No. 269 for 2020 is hereby amended by replacing all instances of “A3305 HAVA CARES Act” with “A3035 HAVA CARES Act” and, be it further

RESOLVED, That the County Attorney is authorized to approve said amendment 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



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

October 6, 2020

Hon. Bruce A. Hidley
Office of the Albany County Clerk
Albany County Courthouse
Albany, NY 12207

Hon. Necole Chambers, Clerk
Albany County Legislature
112 State Street, Room 710
Albany, NY 12207

Dear Mr. Hidley and Ms. Chambers:

I write to advise that I am appointing M. David Reilly, Jr. as Commissioner of the Department of Management and Budget, subject to confirmation by the County Legislature. My authority to make this appointment lies in the County Charter under Sec. 302(c) and Sec. 501. Given the scope and importance of the Department of Management and Budget within Albany County, I anticipate the County Legislature will take up this appointment in an expedient fashion.

I have enclosed a resume for review by the legislature.

Please advise if there are any questions,

Sincerely,

Daniel P. McCoy

cc: Andrew Joyce, Chairman
Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Majority Counsel
Minority Counsel



County of Albany

112 State Street
Albany, NY 12207

Legislation Text

File #: TMP-1968, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Appointment of the Commissioner of the Department of Management and Budget

Date: October 6, 2020
Submitted By: Mike McLaughlin
Department: County Executive's Office
Title: Director of Policy and Research
Phone: 518-447-7040
Department Rep.
Attending Meeting: Dave Reilly

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

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.

Source of Funds: Click or tap here to enter text.

Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

☐ Change Order/Contract Amendment

☐ Purchase (Equipment/Supplies)

☐ Lease (Equipment/Supplies)

☐ Requirements

☐ Professional Services

☐ Education/Training

☐ Grant

Choose an item.

Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim

☐ Release of Liability

☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):

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: AA 1340 11016 \$125,000
Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term

Term: (Start and end date) 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: 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 Executive is submitting M. David Reilly, Jr. for appointment as the Commissioner of the Department of Management and Budget. Please find a copy of Mr. Reilly's resume attached for your review, his experience and knowledge make him an ideal candidate for this position.

M. David Reilly, Jr.



Accomplished financial professional with extensive experience ranging from Wall Street trading and operations to local government budgeting and Legislative management. Excellent research abilities combined with real world execution.

Work Experience:

Deputy Commissioner, Department of Management & Budget, Albany County, Albany, NY

October, 2016 – Present

- Assists in preparation and submission to the Legislature of the County Executive's proposed budget, Five-year Capital Plan as well as monthly Requests for Legislative Action and Contract Board submissions
- Provides investment advice and cash flow guidance to the Commissioner of Management & Budget
- Participates in Budget negotiations between departments and elected officials
- Member of Albany County Investment Advisory Board, Ex-officio member of County Planning Board
- Works directly with County Department Heads and Commissioners as well as County Legislators and their staff to advance the Legislative requests and needs of departments under the County Executive
- Coordinates between the Albany County Land Bank, the County Division of Finance, Department of Law and Department of General Services to ensure a clean transition through the tax foreclosure process, to County judgement, eviction and disposition through the Land Bank leading to reinstatement on the tax roll
- Assists in the preparation of both short and long-term fiscal strategies to ensure the future of Albany County
- Authored County Investment Policy and co-authored County Property Disposition Plan, both were adopted unanimously by the County Legislature without revision

Acting Commissioner, Department of Management & Budget, Albany County, Albany, NY

January, 2016 – October, 2016

- Prepared and submitted the County Executive's proposed budget to the County Legislature
- Negotiated budgetary changes with separately elected officials and County Legislature and their staff
- Chaired the County Capital Plan Committee, in charge of submitting the annual five-year plan for Albany County's Capital spending and bonding needs across all departments
- Ex-officio member of the Albany County Planning Board

Senior Budget Analyst, Albany County Department of Management & Budget, Albany, NY

December, 2013 – January, 2016

- Lead Budget Analyst for a rotating portfolio of County Departments, handling all budget transfers, Legislative requests and contract needs as well as payroll authorizations and staffing needs
- Helped prepare and present County Executive's proposed budget to the County Legislature
- Ex-officio member of Albany County Planning Board
- Guided departments through their annual budget submission process
- Monitored budgetary line usage throughout the year and advised departments on issues in a timely manner

Director of Fiscal Operations, Albany County Nursing Home, Albany, NY

January, 2013 – December, 2013

- Chief Fiscal Officer for the Albany County Residential Health Care Facility, a 250 bed facility
- Prepared Trial Balance and acted as lead County contact with external and internal auditors
- Compiled and Certified Cost Reports which determine Medicare and Medicaid reimbursement rate
- Managed staff in the Business Office and across the entire facility depending on situational needs
- Worked closely with the County Executive's staff on budgetary and policy initiatives

Trade Operations Manager, Janus Capital Group, Denver, CO

April, 2011 – January, 2012

- Managed Alternative Operations, Fixed Income Operations, and Trade Settlements in five countries
- Oversaw trade booking, processing, financing, and settlement for all associated products globally
- Presented new derivative trading products to the Alternative Investment Committee

M. David Reilly, Jr.



- Affirmed CDS, CDX, and OTC Option trading activity on DTCC's online platform
- Coordinated Option and Future rolls between Portfolio Managers, Traders, and counterparties in advance of the positions maturing to maintain proper hedging and speculating levels
- Responsible for posting and monitoring collateral levels needed for all derivative positions to maintain compliance with 1940 Act requirements and internal compliance rules

Director of Operations, Senator Investment Group, New York, NY

June, 2008 – March, 2010

- Entered or processed daily trading activity for all fixed income, equity, listed options, credit derivatives, and foreign exchange trades for onshore and offshore funds totaling approximately \$2 billion USD
- Executed equity, option, credit, credit derivative and foreign exchange trades
- Responsible for all proxy voting, corporate actions, and reorganization activity for portfolio
- Calculated and distributed daily, weekly, and monthly return data internally as well as assisted with official month and year-end estimates distributed to all onshore and offshore investors
- Set allocation percentages for new positions based on ratio of NAV between funds
- Responsible for daily transfers of cash and securities between three Prime Brokers (Goldman Sachs, JP Morgan, and Morgan Stanley) to ensure on-time trade settlement and margin requirements as well as maintain appropriate levels of counterparty risk between accounts
- Affirmed CDS trades and coordinated novation activity and quarterly position rolls with counterparties
- Reviewed foreign exposure and hedged portfolio currency risk using spot markets and derivatives
- Responsible for all SEC filings and mandated reporting through their online platform

Senior Operations Analyst, Avenue Capital Group, New York, NY

April, 2004 – June, 2008

- Entered and verified daily activity for all fixed income, equity, listed options, derivatives, and foreign exchange trades for domestic strategy funds totaling approximately \$9.8 billion USD
- Executed spot and forward currency trades to settle and hedge foreign denominated securities
- Managed a team of Operations Analysts in terms of their workload, accuracy, and timeliness
- Found and resolved any trade breaks and failing trades to ensure on-time trade settlement
- Ran daily profit and loss statements and position sheets to be distributed to trading, analytical, marketing, risk management and portfolio management staff
- Processed corporate actions, exchange offers, and proxy votes affecting securities held in funds

Mutual Fund Accountant, Mutual of America, New York, NY

June, 2002 – April, 2004

- Calculated the cash availability, Net Asset Value (NAV) and Unit Values for multiple funds comprised of equities, options, fixed income securities, and foreign currencies
- Validated the accuracy of daily Net Asset Values and Unit Values for all funds priced by other fund accountants in the pricing group prior to distribution
- Ensured proper hedging levels and asset allocation percentages for index-tracking funds through the use of index futures with varying expirations
- Prepared monthly, quarterly, and annual reports detailing fund performance and valuation for internal and external distribution

Education:

Bachelor of Science in Business Administration

University of Delaware, Alfred Lerner College of Business, Newark, DE

Concentration: Finance

Completed December 2001 – Dean's List

Computer Skills/Software Proficiency:

Microsoft Excel, Access, Word, PowerPoint and Outlook, MUNIS, Adobe Acrobat, Granicus, Eze Castle OMS, Bloomberg, Charles River IMS, SunGard VPM, Advent Geneva, Advent Axys, Princeton Asset Management, and many proprietary systems

RESOLUTION NO. 444

**CONFIRMING THE APPOINTMENT OF THE COMMISSIONER OF THE
DEPARTMENT OF MANAGEMENT AND BUDGET**

Introduced: 11/9/20

By Personnel Committee:

RESOLVED, By the Albany County Legislature, pursuant to Article 3, Section 302 (c) of the Albany County Charter that the appointment of M. David Reilly, Jr. as the Commissioner of the Albany County Department of Management and Budget, to serve at the pleasure of the County Executive, at a salary as shall be appropriated in the Annual County Budget, is hereby confirmed, 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.



DANIEL P. MCCOY
COUNTY EXECUTIVE

COUNTY OF ALBANY
OFFICE OF THE EXECUTIVE
112 STATE STREET, ROOM 1200
ALBANY, NEW YORK 12207-2021
(518) 447-7040 - FAX (518) 447-5589
WWW.ALBANYCOUNTY.COM

DANIEL C. LYNCH, ESQ.
DEPUTY COUNTY EXECUTIVE

September 30, 2020

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

Dear Chairman Joyce:

I am pleased to appoint Valerie D. Johnson, MSW to the position of Albany County Youth Bureau Director, per section A2403 of the Albany County Charter. Ms. Johnson has graciously accepted my invitation to take charge of the duties and responsibilities of the Youth Bureau.

It is important that we provide capable leadership for the Youth Bureau, an essential tool for supporting County-wide children services. I am confident that Ms. Johnson is qualified in both education and experience for the position and will provide strong leadership for this important county resource.

Sincerely,

Daniel P. McCoy
Albany County Executive

cc: Hon. Dennis A. Feeney, Majority Leader
Hon. Frank A. Mauriello, Minority Leader
Rebekah Kennedy, Majority Counsel
Arnis Zilgme, Minority Counsel



Legislation Text

File #: TMP-1966, **Version:** 1

REQUEST FOR LEGISLATIVE ACTION

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

Appointment of Valerie D. Johnson, MSW to the position of Albany County Youth Bureau Executive Director

Date: September 30, 2020
Submitted By: Cameron Sagan
Department: County Executive
Title: Policy Analyst
Phone: 518-447-7040
Department Rep.
Attending Meeting: Cameron Sagan

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
☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

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

Choose an item.

Submission Date Deadline Click or tap to enter a date.

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

Contract Terms/Conditions:

Party (Name/address):
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: AA7310 11029

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100%

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 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)

The County Executive respectfully requests Legislative approval to fill the recently vacated Youth Bureau Executive Director position with candidate Valerie D. Johnson, MSW. The position was most recently held by Nicole Ward before she was appointed Deputy Commissioner of the Albany County Department for Children, Youth and Families (CV enclosed).

Moir Manning, Commissioner
Albany County Department for Children, Youth and Families
112 State Street, Room 300
Albany, New York 12207

Ms. Valerie Johnson
[REDACTED]
[REDACTED]

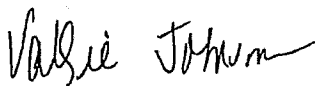
Re: Youth Bureau Director Position

Attached please find my resume for your consideration. As an experienced clinician, the position definitely piqued my interest. When reviewing the job requirements, I was excited to see that my qualifications and personal traits aligned well with your needs.

I bring a set of talents that I believe will be valuable to this role. During my years of experience I have honed my skills and abilities, providing a solid foundation for a transition to an administrative position. My communication strength, people-centric nature and supportive manner have afforded me an excellent interpersonal skill set. My focus on building strong professional relationships has been a valuable asset throughout my career.

I am excited to contribute my strengths and proficiency to the department in a leadership capacity and thank you for the opportunity.

Sincerely;



Valerie Johnson

Valerie D. Johnson, MSW



OBJECTIVE:

To employ my exemplar experience, interpersonal skills, management and organizational skills as a human services professional.

PROFILE:

Keenly focused, intelligent, driven and highly capable professional who is passionate about chosen field. Proven organizer, problem solver and independent decision-maker. Positive, motivating and encouraging attitude and approach. Friendly, patient and dependable.

QUALIFICATIONS SUMMARY:

Case Management/Counseling – highly experienced and successful counselor with proven ability to manage caseloads efficiently and effectively. Excellent assessment and problem-solving capabilities.

Program Development – quickly and accurately assimilates and clearly presents information. Innovative thinker. Established relations with outside agencies and community resources. Proven ability to design effective and engaging new program models.

Research – resourceful investigator exhibiting comprehensive knowledge of service delivery structure and related laws and policies. Highly analytical, thorough and dedicated to remaining on cutting edge of field.

Computer Expertise – proficient in the use of Microsoft office applications and Internet resources.

Training – experienced in teaching, training and motivational speaking. Adept in planning state wide training institutes and conferences.

PROFESSIONAL EXPERIENCE:

Albany County Dept. for Children, Youth and Families, Albany, New York, 2010 – Present;

Case Worker, Child Protective Services, 2010 – 2011; Responsible for providing social work services to individuals, including children, families and/or caregivers, investigating reports of suspected abuse and maltreatment and/or assisting clients with economic, emotional, social and environmental difficulties by making the necessary service referrals to address social problems.

Case Worker, Foster Home Finding and Adoption Services, 2011 – 2020; Responsible for providing social work services aimed at achieving permanency and provide reasonable and diligent efforts to reunite families; to assist children who have no permanent guardian to become adopted; and to offer recruitment and intensive training to prepare families to be either foster or adoptive parents

Homemaker/Stay at Home Mom, Albany New York, 1995 – 2010; Primary care giver for two growing daughters, responsible for balancing household income, and general household duties. Also delivered Times Union newspapers, Performed administrative duties for Girl Scouts and served as a Board Member for the Junior Falcons Team.

Case Worker, Child Protective Services, Suffolk County Department of Social Services, Case Worker, 1991 – 1995; Responsible for providing social work services to individuals, including children, families and/or caregivers, investigating reports of suspected abuse and maltreatment and/or assisting clients with economic, emotional, social and environmental difficulties by making the necessary service referrals to address social problems.

Social Work Counselor, Project Independence, Deer Park, New York, 1989 – 1991; Responsible for Providing training in Independent Living Skills to youths who were transitioning from foster care to independent adult living.

AFFILIATIONS:

- President of the Christian Women's Council Dept., 2011 – present
- Regional President of the Christian Women's Council for the Capital District, 2002 – 2018
- President of the Local Youth Dept., 1988 – 1995
- President of the State Purity Class for Teenage Girls, 1989 – 1995
- Coordinator of Annual Women's Retreat

EDUCATION:

- State University of New York at New Paltz, New Paltz, New York
BA in Sociology/Minor in Communications - 1986
- State University of New York at Stony Brook, Stony Brook, New York
MS in Social Welfare - 1995

EXECUTIVE DIRECTOR, COUNTY YOUTH BUREAU

DISTINGUISHING FEATURES OF THE CLASS: This is an administrative position involving responsibility for the overall management of the Youth Bureau that includes planning, development, coordination and direction, in accordance with the New York State Division of Youth. The incumbent in this position is responsible for policy-making, promoting, reviewing and evaluating a variety of programs sponsored by the Youth Bureau and the Department for Children, Youth and Families. Supervision is exercised over professional and clerical personnel. Under the direction of the Commissioner, does related work as required within the Department for Children, Youth and Families.

TYPICAL WORK ACTIVITIES:

- Administers and plans the daily operations of the bureau;
- Prepares and monitors the bureau's budget;
- Oversees and undertakes various research and data gathering projects;
- Initiates grant applications, development and administration;
- Acts as liaison between Albany County and various public and private community interested groups and organizations on youth program functions such as prevention, recreation, runaways, homeless and delinquency;
- Assures fiscal accountability of federal and state funded programs and monitors programs to see that programs are properly administered;
- Provides and promotes public relations work related to Youth issues;
- Serves on Departmental Contract Management Team;
- Compiles and analyzes statistical data to ascertain program(s) effectiveness and the needs of the County Youth population;
- Participates in integrated planning process.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

- Good knowledge of the problems and needs of youth;
- Good knowledge of budget administration and fiscal controls;
- Good knowledge of program evaluation and review techniques;
- Ability to interpret and apply the provisions of relevant laws, regulations and legal directives;
- Ability to plan, promote and coordinate community problems for youth development;
- Ability to prepare basic statistical research and detailed reports;
- Ability to meet with the public and deal effectively with various community groups;
- Ability to communicate effectively both orally and in writing;
- Good judgment;
- Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: EITHER:

- A. Graduation from a regionally accredited or New York State registered college or university with a Master's Degree in Public Administration or any of the Social Sciences and one (1) year of supervisory experience working with youth in teaching, casework, probation, guidance or related fields; OR,
- B. Graduation from a regionally accredited or New York State registered college or university with a Bachelor's degree in Public Administration or any of the Social Sciences and two (2) years of experience working with youth in teaching, casework, probation, guidance or related fields, of which one (1) year must have been in a supervisory capacity.

Juris. Class: Non-Competitive (Confidential / Policy Influencing)

ACCS Adopted: Reviewed and readopted by ACCS resolution on 2/10/11

Revised:

RESOLUTION NO. 445

**CONFIRMING THE APPOINTMENT OF THE DIRECTOR OF THE ALBANY
COUNTY YOUTH BUREAU**

Introduced: 11/9/20

By Personnel Committee:

RESOLVED, By the Albany County Legislature, pursuant to Article 3, Section 302(c) of the Albany County Charter that the appointment of Valerie D. Johnson, MSW as the Director of the Albany County Youth Bureau, to serve at the pleasure of the County Executive, at a salary as shall be appropriated in the Annual County Budget, is hereby confirmed, 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.

Juanita Nabors

Albany, NY

WORK EXPERIENCE

- 2017-2018 **Administrative Assistant /**
Assembly Deputy Speaker Earlene Hooper, New York State Assembly
- 4/2011 – 6/2015 **Special Assistant to the Commissioner/CEO – Darryl C. Towns**
New York State Homes & Community Renewal, Albany, NY
- Executive level position responsible for the management of various assignments to staff.
- 1/2004 – 4/2011 **Secretary/Scheduler**
Assemblyman Darryl C. Towns, New York State Assembly
- 11/1992 – 12/1999 **Special Legislative Assistant to the Counsel to the Governor**
Executive Chamber, Albany, NY
- Managed all liaison activities with the Senate and Assembly Journal Clerk's office.
 - Responsible for monitoring and certifying all ten-day bills before the Governor and designated chapter and veto numbers.
 - Responsible for the preparation and submission of all Messages of Necessity.
 - Responsible for the production of Pen Certificates.
 - Followed committee agendas and calendars of concern.
- 11/1980 – 11/1992 **Assistant Legislative Secretary to the Counsel to the Governor**
- Assisted the Counsel in legislative activities.
 - Responsible for formulating completed bill jackets for Counsel to obtain Governor's signature.
 - Prepared background memorandums for new releases.
 - Responsible for transactions between Senate and Assembly staff.
 - Processed Messages of Necessity.
 - Followed committee agenda and calendars of concern.
 - Kept Assistant Counsel informed of any pertinent legislation which may have been of interest to the office.
 - Extensive telephone communication with legislators and general public.
 - Responsible for daily schedule, supervised permanent and temporary office staff.

Juanita Nabors

Albany, NY

EDUCATION

9/1989 - 6/1993

Bachelor of Theology
Mid-Hudson Bible Institute, Albany, NY

9/1974 - 6/1975

Schenectady County Community College, Schenectady, NY
Concentration: Human Psychology
Courses included *Psychology, Interpersonal Relations and Behavioral Modification*

9/1962 - 6/1964

Associate of Science - June 1964
Albany Business College, Albany, NY
Concentration: Business Administration
Courses included *Written and Oral Communication, Business Law, Principles of Accounting I and II, Intermediate Accounting, Cost Accounting, Investments, Business Mathematics, Income tax*

COMMUNITY ORGANIZATIONS AND SERVICES

Albany Community Charter School Board

- Vice Chairperson & Finance Committee

Henry Johnson Charter School Board

- Trustee & Finance Committee

Albany County Human Service Advisory Board

- Board Member

Capital Area Urban League, Albany, NY

- Board Member

Big Sister Program, Albany, NY

- Mentor

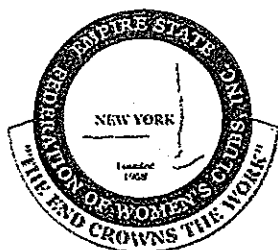
2016 City of Albany Elections Poll Inspector

2017 Honoree - City of Albany Common Council

- Outstanding Contributions to the Community

2018 City of Albany Committee Person, 12th Ward - 3rd District

2019 - See Attached



**EMPIRE STATE FEDERATION OF WOMEN'S CLUBS INC.
OF THE
NATIONAL ASSOCIATION OF COLORED WOMEN'S CLUBS, INC.
AND YOUTH AFFILIATES, INC.**

*Judith O'Savio, 28th State President
Dr. Juanita Edwards, Albany Region President*

Magary Blythe
Chair Board of Directors

Officers:

Beverly Edwards
1st Vice President

Theresa Brown
2nd Vice President

Lakeshia Battle,
Rec'g Secretary

Janice Richardson
Corr'g Secretary

Carolyn Battle,
Fin Secretary

Lilyn Hill,
Treasurer

June Jackson
Chaplin

Beulah Jackson
Parliamentarian

Martha D. Jackson
Historian

MacCola Williams
Statistician

Linda Satterfield
Youth Supervisor

Regional Presidents:

Juanita Edwards
Albany Region

Debra Thompson
Buffalo Region

Dorothy Medley
Hudson Region

Vivien Salmon,
Westchester Region

Past State Presidents:

Beuenia Brown,
Westchester Region

Ruth Gist-Goins

Hudson Region

Emma Jean Davis,
Westchester Region

Attie Tucker,

Hudson Region

MacCola Williams
Buffalo Region

Lilyn Hill

Westchester Region

Diane Johnson

Westchester Region

May 14, 2019

Dear Mrs. Juanita Nabors,

The Empire State Federation of Colored Women's Clubs, Inc (ESFCWC) would like to invite you to be an honoree presented with our "**Citizens Recognition Award**" at our Citizens Night Recognition Ceremony, during our 111th Annual State Convention. This event will be held on Friday, July 12, 2019 Desmond Hotel 660 Shaker Road Albany NY, 12211 7:000pm.

ESFCWC is a sector of the National Association of Colored Women's Clubs (NACWC, the oldest black women's organization established in 1896). Mrs. Mary Church Terrell, Mrs. Booker T. Washington, Mary McLeod Bethune and Harriet Tubman were some of the outstanding leaders of our organization.

The Empire State Federation incorporates four (4) regions (Albany, Buffalo, Hudson, and Westchester) which integrates 9 different clubs. Through the years it has been the constant aim of this organization to encourage and foster the work of Women's clubs in the Northeast along lines which lean toward the lifting of humanity, raising standards of true womanhood, encouraging higher education among women, and of course community service.

Our Citizens Night Ceremony is open to the public and free of cost, however, we encourage each person in attendance, to bring one (1) **STANDARD SIZED PILLOWCASE** to be donated to "**LITTLE DRESSS FOR AFRICA**" an International Mission Project where dresses, made from pillowcases are sent to needy African Girls.

The Albany Region Sector of ESFOCWC Inc. would be deeply honored to recognize you for your ongoing commitment to the Albany Public School System through the "Grandparents Program". We acknowledge your 12 years of dedicated service and deem it an honor to salute you with the ESFCWC Citizens Recognition Award.

Should you accept our invitation, please email a pictured Bio to me at jedward9@nycap.rr.com on or before June 15, 2019. We also invite you to place an AD in our 111th Convention Journal. Attached, is a copy of journal contract form for your convenience and to share with your well-wishers.

Sincerely,

Dr. Juanita Edwards 

Dr. Juanita Edwards, President
ESFCWC, Inc. Albany Region



Juanita McCann Nabors Bio

Juanita McCann Nabors is a long-time resident of Albany, New York - originally downtown (Dongan Avenue) and since 1945, Rapp Road, formerly known as the Holy Land.

Juanita has been active most of her life in the community and her church, the historic Wilborn Temple First Church of God in Christ, where her Pastor is Dr. Solomon Dees. Her work in the community includes serving as mentor for the Big

Sisters Program, board member of the Capital Area Urban League, and the Albany Human Service Advisory Board, trustee and finance committee member for the Henry Johnson Charter school Board, and former vice chairperson, now chairperson of the Albany Community Charter School.

Juanita has a long history of working in the political arena, where she has served in various capacities, including legislative assistant to the Governor's Council's office, the New York State Assembly, special assistant to the Commissioner/CEO of NYS Homes and Community Renewal, as well as administrative assistant in the office of Earlene Hooper, Deputy Speaker of the New York State Assembly.

Since the early 1980s, Juanita has been a staunch supporter and has worked tirelessly with the Rapp Road Historical Association, now an official non-profit organization which was formed to preserve and interpret the rich history that Rapp Road holds.

In 2009, Juanita became a full supporter for charter schools. She helped organize a mentor program for charter school students with the NYS Black, Puerto Rican, Hispanic and Asian Legislative Caucus. She was a member of Grandmothers for Charter Schools.

In 2017, she was honored by the City of Albany Common Council for her Outstanding Contributions to the Community.

Juanita holds a Bachelor of Theology from the Mid-Hudson Bible Institute, where she also serves as registrar for the school, and an Associate of Science degree from Albany Business College (majored in accounting) and Certificate of Science from Schenectady Community College (majored in Psychology).

She is a mother of four, Minister Archie McQueen, Donna Cook, Barnard and Sonya Nabors. She is the proud grandmother of ten, great-grandmother of ten and great-great-grandmother of two.

RESOLUTION NO. 446

APPOINTMENT OF A BOARD MEMBER TO THE ALBANY COUNTY LAND BANK CORPORATION

Introduced: 11/9/20

By: Messrs. Feeney and Clay:

WHEREAS, By Resolution No. 68 for 2014, this Honorable Body appointed the initial Board of Directors to the Albany County Land Bank Corporation, and

WHEREAS, The Directors serve four-year terms at the pleasure of the Albany County Legislature with terms that run concurrently with the terms of the Legislative members, and

WHEREAS, The Board of Directors of said Land Bank shall be appointed by the Albany County Legislature, and

WHEREAS, There currently exists a vacancy on the Board of Directors of the Land Bank, now, therefore be it

RESOLVED, By the Albany County Legislature, that Juanita Nabors of Albany, NY is hereby appointed to the Board of the Albany County Land Bank Corporation to serve at the pleasure of the Albany County Legislature for a term commencing immediately and ending on December 31, 2023, 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.

John-Raphael Pichardo, Esq.

Albany, NY

PROFESSIONAL EXPERIENCE

City of Albany, Common Council

Albany, NY

Research Counsel & Parliamentarian

1/2020 - Present

Primary legal advisor to the 15 Members of the Common Council and Council President. Responsible for drafting and processing all legislation, performing policy research and analysis, and staffing legislative committees. Provide administrative and legal support to the Office of the City Clerk. Assist Council President and Chairs of Committees with parliamentary rules during legislative and committee meetings. Revised Council procedures and processes to continue legislative function remotely during COVID-19.

Pichardo & Associates, L.L.C.

Albany, NY

Principal Attorney

9/2017-Present

Engage in a broad-based solo litigation practice focusing on identifying and responding to the specific needs of individual and corporate clients. Draft pleadings, motions, and forms. Performed extensive legal research for various aspects of civil litigation and crimes involving moral turpitude and crime of violence. Conduct trials, hearings, and alternative dispute resolution in civil and administrative law matters. Provide legal services and counseling to a high portion of Spanish-speaking clients related to immigration benefits. Develop detailed litigation strategies for each case.

Hispanic Coalition New York, Inc.

Albany, NY

General Counsel

6/2017-Present

Advise the Chief Executive Officer and Chairman of the Board of Directors on corporate governance, compliance with state, local, and federal tax law; and developing legal issues that impact the mission of the organization. Act as liaison with outside entities, including advocacy groups and state agencies. Draft and scrutinize all legal documents which includes contracts, incorporation documents, and waivers of liability.

Law Offices of Joseph A. Sena, Jr., P.L.L.C.

White Plains, NY

Associate Attorney

2/2017 – 10/2017

Represented over 50 clients in removal (deportation) proceedings. Counseled and briefed clients on immigration laws and Immigration Court procedures. Prepared over 100 various employment, family, and asylum-based petitions to submit to the United States Citizenship and Immigration Services and Immigration Court. Performed legal research regarding crimes involving moral turpitude and crimes of violence.

New York State Department of Labor, Counsel's Office

New York, NY

Law Clerk

11/2015 - 10/2016

Successfully represented the Department in proceedings before the Industrial Board of Appeals in matters regarding unpaid wages, retaliation, and violations of minimum wage laws. Managed and developed all aspects of a caseload of approximately 30 from pleadings to trial or settlement. Drafted and executed 40 settlement agreements and confession of judgments. Prepared investigators for trial and cross-examined witnesses. Proposed and drafted revisions to labor law regulations which included "call on pay" and building superintendent pay. Assisted with U and T Visas.

Honorable Cheryl Gonzales, Civil Courts of the City of New York, Housing Part Court Attorney/Post Graduate Fellow

New York, NY

8/2015 - 11/2015

Examined and conferenced harassment issues and other related Landlord-tenant legal issues with Judge and litigants. Drafted court orders and decisions. Evaluated stipulations of settlements between litigants. Reviewed all orders to show cause, warrants, motions, and other applications. Provided personal and confidential assistance to Judge on various issues, including supervisory duties of the court.

BAR ADMISSION

State of New York, 2017. Executive Office of Immigration Review, 2017.

LANGUAGES

Spanish (Fluent- Reading, Writing, Speaking).

EDUCATION

Quinnipiac University School of Law

North Haven, CT

Juris Doctor, *Certificate in Tax Law*, 2015

Honors:

Distinguished Student Scholar Scholarship (2012-2015), Service to the Law School (2015), Service to the Community (2015), Thurgood Marshall Scholarship (2015), Board Member of the Year, National Black Law Students Association (2014),

University at Albany, State University of New York

Albany, NY

Bachelor of Arts, Political Science, *cum laude*, 2012

Honors:

Omicron Delta Kappa; Pi Sigma Alpha (Political Science Honor's Society); Dean's List. 40 Under 40 Rising Latino Star (2012).

RESOLUTION NO. 447

**CONFIRMING THE APPOINTMENT OF A MEMBER TO THE ALBANY
COUNTY AIRPORT AUTHORITY**

Introduced: 10/13/20

By Messrs. Feeney, A. Joyce, Clay, and Simpson:

WHEREAS, The State of New York created the Albany County Airport Authority in 1993 and provided for the appointment of seven members, four of said members being appointed by the Majority Leader of the Albany County Legislature and three by the County Executive, and

WHEREAS, The term of the Reverend Kenneth. J. Doyle expired December 31, 2019, and

WHEREAS, The Majority Leader has selected John-Raphael Pichardo of Albany, NY to serve on the Airport Authority Board, now, therefore be it

RESOLVED, By the Albany County Legislature that the appointment of John-Raphael Pichardo of Albany, NY to the Albany County Airport Authority is hereby confirmed for the term commencing immediately and ending December 31, 2023, 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.

RESOLUTION NO. 448

AUTHORIZING AN AGREEMENT WITH THE ADVANCE ALBANY COUNTY ALLIANCE AND AMENDING THE 2020 ALBANY COUNTY BUDGET

Introduced: 11/9/20

By Messrs. A. Joyce, Feeney, Ward, Peter, Ms. Willingham, Messrs. Cleary, Bruschi, Reidy, Smith, Efekoro, O'Brien, Reinhardt, Ricard, R. Joyce, Clay and Ms. Lekakis:

WHEREAS, By Resolution No. 395 for 2020, the Legislature authorized the submission of a Certificate of Incorporation for the Advance Albany County Alliance, a Local Development Corporation, for the purpose of leading economic development efforts in Albany County, and

WHEREAS, The need for this coordinated approach is particularly important as Albany County and the region recover from the devastating economic impacts of the COVID-19 global health pandemic, and

WHEREAS, The Director of the Department of Economic Development, Conservation and Planning has requested that the County of Albany provide initial funding for the Advance Albany County Alliance in the amount of \$500,000, so that the Alliance may rapidly deploy its efforts, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Advance Albany County Alliance in the amount of \$500,000 to help it align the many resources focused on economic development in Albany County, and, be it further

RESOLVED, That the 2020 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by \$500,000 by Decreasing Line Item A1990 4 4999 Misc. Contractual Expense by \$500,000

Increase Appropriation Account A8020.4 by \$500,000 by Increasing Line Item A8020 4 4046 Fees for Services by \$500,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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.

RESOLUTION NO. 449

AUTHORIZING AN AGREEMENT WITH THE ADVANCE ALBANY COUNTY ALLIANCE FOR THE PURPOSES OF PROVIDING SERVICES TO ASSIST THE ECONOMIC RECOVERY OF ALBANY COUNTY AND AMENDING THE 2020 ALBANY COUNTY BUDGET

Introduced: 11/9/20

By Messrs. A. Joyce, Feeney, Ms. Willingham, Messrs. Peter, Perlee, Smith, O'Brien, Reinhardt, Ms. Lekakis, Messrs. Ricard, R. Joyce, and Clay:

WHEREAS, No greater threat to the businesses in Albany County was felt than the onset of the COVID-19 global health pandemic and resulting restrictions causing businesses to shut their doors temporarily, and in some cases permanently, and

WHEREAS, The economic recovery needed in Albany County depends on, in no small part, the stabilization and recovery of small businesses, and

WHEREAS, Although the health crisis and resulting economic depression has negatively impacted county finances, assistance to small businesses during this time is critical to the economic recovery of Albany County, and

WHEREAS, To provide direct assistance to small businesses, the County of Albany will best be served by the provision of assistance by an outside entity capable of handling the implementation of the following goals:

Small Business Grants: up to \$2,500 for small businesses (defined as for-profit businesses with a physical location within Albany County which are not chains) employing fifty (50) or fewer employees per location.

Eligible businesses must generate sales tax.

Grants may be used for the following reasons:

1. Back rent, so long as it does not exceed two (2) months.
2. The purchase of up to two (2) weeks of perishable goods.
3. Expenses related to retrofitting the businesses for COVID-19 (i.e., personal protective equipment, contactless purchasing, online ordering services, non-permanent physical modifications for customer interaction or creating safe spaces for employees to work); and

WHEREAS, The Director of the Department of Economic Development, Conservation and Planning has opined that the Advance Albany County Alliance is a perfect venue for the distribution of these grants, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into an agreement with the Advance Albany County Alliance in the amount of \$300,000 to administer the issuance of small business grants as set forth herein, and, be it further

RESOLVED, That the 2020 Albany County Budget is amended as follows:

Decrease Appropriation Account A1010.4 by \$8,000 by decreasing Line Item A1010 4 4046 Fees for Services by \$8,000

Decrease Appropriation Account A1010.4 by \$67,000 by decreasing Line Item A1010 4 4049 Special Programs by \$67,000

Decrease Appropriation Account A1010.4 by \$225,000 by decreasing Line Item A1010 4 4511 Albany County Depart/Com Dev Prg by \$225,000

Increase Appropriation Account A8020.4 by \$300,000 by Increasing Line Item A8020 4 4046 Fees for Services by \$300,000

and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement 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.

RESOLUTION NO. 450

**AMENDING THE 2020 ALBANY COUNTY BUDGET TO PROVIDE FUNDING
FOR THE COMMISSIONS ON REDISTRICTING**

Introduced: 11/9/20

By Messrs. A. Joyce, Feeney, Clay, Mss. Willingham, Cunningham, Messrs. Smith, O'Brien, Reinhardt, Ms. Lekakis, Messrs. Ricard and R. Joyce:

WHEREAS, Pursuant to Local Law 8 for 2019, the Legislature shall appropriate funding for all aspects of the activities of the Redistricting Commission and MMD Subcommittee, and

WHEREAS, These funds shall provide for all expenses of the work of the Commission and MMD Subcommittee, including compensation of consultants, members and staff, as well as funding for any duties that the County Legislature shall deem necessary, now, therefore be it

RESOLVED, That the 2020 Albany County Budget is amended as follows:

Decrease Appropriation Account A1990.4 by \$400,000 by decreasing Line Item A1990 4 4999 Misc. Contractual Expense by \$400,000

Increase Appropriation Account A1025 4 4007 by \$400,000 by Creating and Increasing Line Item A1025 4 4007 Redistricting Commission Exp. by \$400,000

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.

RESOLUTION NO. 451

APPOINTMENT OF ELECTION COMMISSIONERS

Introduced: 11/9/20

By Messrs. Feeney and Mauriello:

WHEREAS, The Clerk of the Albany County Legislature has received certificates from the respective political parties recommending that Kathleen A. Donovan, a qualified voter of the County of Albany and a fit and proper person, be appointed as Democratic Election Commissioner and Rachel L. Bledi, a qualified voter of the County of Albany and a fit and proper person, be appointed as Republican Election Commissioner in accordance with the provisions of Section 3-204 of the Election Law, now, therefore be it

RESOLVED, By this Honorable Body, pursuant to the provisions of Section 3-204 of the Election Law, that Kathleen A. Donovan and Rachel L. Bledi are appointed as Election Commissioners of the County of Albany for a term commencing January 1, 2021 and ending December 31, 2024, 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.